NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

October 14, 2011
9:00 AM- 12:00 PM

New Mexico Municipal League
1229 Paseo de Peralta
Santa Fe, NM 87501

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES for *September 2, 2011*
7. Executive session for the limited purpose of discussing matters under the Open Meeting Act's limited personnel exception NMSA 1978, Section 10-15-1 (H) (2). For the purpose of hiring an Executive Director.

ACTION ITEMS FOR APPROVAL/ DISCUSSION:

A. **Approval of Executive Director Contract:** *Sponsors:* The NCRTD Board Executive Director Contract Committee. *Attachment*

B. **Approval of Resolution 2011-09: Adoption of the Adjusted NCRTD Pay Plan for FY 2012:** *Sponsor:* Anthony Mortillaro, NCRTD Interim Executive Director. *Attachment*

C. **Approval of Resolution 2011-10: Adoption of the NCRTD Financial Policy:** *Sponsor:* Anthony Mortillaro, NCRTD Interim Executive Director. *Attachment*

D. **Authorization for the Executive Director to Purchase and Expend Funds from the State of Good Repair Grant:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Kelly Muniz, NCRTD Finance Manager. *Attachment*

E. **Approval of Resolution 2011-11: NCRTD Vehicle Disposal:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Gus Martinez, NCRTD Fleet and Building Maintenance Manager. *Attachment*

F. **Approval of Resolution 2011-12: Adoption of the Updated NCRTD Drug and Alcohol Policy:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director, Ivan Guillen, NCRTD Regional Operations Manager, and Michelle Jacquez, NCRTD Operations Analyst. *Attachment*

G. **Approval of the NCRTD Service Policy for Non-Profit Organizations:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Ivan Guillen, NCRTD Regional Operations Manager. *Attachment*

H. **Approval of Resolution 2011-13: The NCRTD Records Retention Policy:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Annette Velarde, NCRTD Public Information Officer. *Attachment*

DISCUSSION ITEMS:

I. **Update of the Jim West Regional Transit Center:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Mitch Davenport, Project Manager for the Jim West Transit Center

J. **Final Budget for FY 2011:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Kelly Muniz, NCRTD Financial Manager. *Attachment*

K. **Status of FY 2010 and FY 2011 Audits:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Kelly Muniz, NCRTD Financial Manager.

L. **Budget & Expenditure Report for FY 2012:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Kelly Muniz, NCRTD Financial Manager. *Attachments*
- Regional Transit GRT
- Combined P-L Format

M. **Finance/Regional Coordination & Consolidation Subcommittee Report:** *Sponsors:* Finance Subcommittee Chairman Jacob Caldwell and Anthony Mortillaro, NCRTD Interim Executive Director. From August 19, 2011 meeting. *Attachment*

N. **Executive Report for August and September 2011 and Comments from the Executive Director:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and NCRTD Staff. *Attachment*

MATTERS FROM THE BOARD

MISCELLANEOUS

NEXT BOARD MEETING: November 4, 2011 at 9:00 am

ADJOURN

Persons with disabilities in need of accommodations, please contact the NCRTD's office at 505-438-3257 five (5) working days prior to the meeting date.

Board Action and Executive Summary

Item # A

For Meeting of October 14, 2011

TITLE: **Employment Contract for Executive Director**

PURPOSE(S) OF ACTION: **To authorize Employment Contract for Executive Director**

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On September 2, 2011 the Board approved the appointment of Anthony J. Mortillaro as the Executive Director of the NCRTD. The Board also authorized Chairwoman Rosemary Romero, Vice Chairman Robert Seeds, Secretary/treasurer Mike Wismer, and Tribal Subcommittee Chair Tim Vigil as the committee to negotiate the employment contract with the Executive Director. The attached contract reflects the good faith negotiations that the parties engaged in and the recommended contract.

SUPPORT INFORMATION:

Attached Employment Contract

OPTIONS / ALTERNATIVES:

EMPLOYMENT AGREEMENT
OCTOBER 7, 2011

This **EMPLOYMENT AGREEMENT** (this "Agreement") is made and entered into effective September 2, 2011, by and between the **North Central Regional Transit District (NCRTD), New Mexico** ("Employer") and Anthony J. Mortillaro (hereinafter called "Employee"), an individual who has the education, training and experience in local government and transit management.

WHEREAS, the NCRTD is a political subdivision of the State of New Mexico; and,

WHEREAS, the NCRTD wishes to retain Contract Employee as its Executive Director to perform all the executive and administrative functions required for development and operation of NCRTD authorized activities.

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this agreement, the parties agree as follows:

Section 1: Term

This agreement is for an indefinite term, subject to all other provisions herein.

Section 2: Duties and Authority

A. Employer agrees to employ Anthony J. Mortillaro as the Executive Director of the NCRTD, beginning on September 2, 2011 (the "Employment Date"), and thereafter, to perform the functions and duties specified in the Regional Transportation Act, the Intergovernmental Agreement between the NCRTD Members, the NCRTD Bylaws and the job description adopted by the NCRTD and to perform other legally permissible and proper duties and functions.

B. As Executive Director, Employee shall serve at the pleasure of, and at will to, the Board of Directors. Employee and the Board of Directors acknowledge and agree that matters related to personnel at all levels are administrative and operational in nature and solely within the purview of the Executive Director, and that decisions relating to personnel are the responsibility of the Executive Director, except as otherwise provided in the Bylaws. The Chairman and Board agree to direct their concerns and communications directly to the Executive Director and not to any staff of the NCRTD.

Section 3: Compensation

A. From and after the Employment Date, Employer agrees to pay Employee an annual base salary of $110,000, payable in equal bi-weekly installments at the same time that the other employees of Employer are paid.

Section 4: Health, Disability and Life Insurance Benefits

Employer agrees to provide for health, hospitalization, surgical, vision, dental and

comprehensive medical insurance and other similar benefits for Employee and his dependents equal to and to the extent that such benefits are provided to all other employees of Employer. Employer and Employee shall share payment of all premiums for Employee and Employee's dependents in the same proportion premiums are shared between Employer and other employees.

Section 5: Leave

A. Employee shall accrue sick and annual leave at the highest rate provided to any other employee of Employer.
B. Upon date of hire, 80 hours of annual leave will be credited to Employee in addition to the annual accrual. In addition upon date of hire, 80 hours of sick leave will be credited to Employee in addition to the annual accrual.
C. Employee is entitled to accrue unused leave to the same limit applicable to other employees of Employer except Employee may accumulate up to 320 hours of annual leave during the course of Employees employment with NCRTD. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued annual leave and sick leave or any other accrued leave.
D. Provisions of NCRTD Personnel Rules and Regulations to the contrary notwithstanding, Employee shall not accrue compensatory time and shall be entitled to no compensation or benefits for working hours in excess of forty (40) hours per week.

Section 6: Cellular Telephone and Automobile

Employee shall use his own vehicle for NCRTD business. Employer agrees to pay to Employee, in addition to other salary and benefits herein provided the sum of $500 per month, payable in equal biweekly installments, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. It is further agreed that said amount shall be adjusted at the end of each calendar year based upon the Consumer Price Index (CPIU, U.S. City Average, all items). Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Employer shall reimburse Employee at the current mileage rate allowed in the NCRTD's Travel Rules and Regulations for any business use of the vehicle outside of the District boundaries. A cellular telephone reimbursement will be provided to the employee based upon the NCRTD adopted administrative regulations regarding reimbursement for cellular telephones.

Section 7: Retirement

A. Employer agrees to the enrollment of Employee in the applicable state retirement system, the Public Employee Retirement Association ("PERA"), and to make the appropriate contributions for required Employer share, in accordance with the plans and policies.

B. In addition to Employer's contributions to PERA described above, Employer agrees to contribute an additional amount equal to five percent (5%) of Employee's annual base salary on Employee's behalf to PERA, for a total Employer contribution of 9.15% of Employee's annual base salary. Employee's required contribution to PERA shall be reduced by an amount equal to five percent (5%) for a total Employee contribution of 4.15% of Employee's annual base salary. The provisions of this paragraph are subject to the rules governing PERA and are subject to change to assure conformance with PERA rules or in the event the contributions required by PERA change.

C. The ownership of all contributions made by the Employee to any of the Employer's retirement plans, such additional amounts made by Employer to PERA on Employee's behalf under paragraph B., shall immediately vest in Employee subject to the rules and regulations of each plan.

Section 8: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues, memberships and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer as follows: professional dues, memberships, and subscriptions for local, state and national associations for transit and transportation executives and administrators. In addition, Employer shall pay, , professional dues, memberships and subscriptions to other professional associations or local chapters of civic organizations in which Employee wishes to participate and finds participation desirable to meet Employee's job requirements and expectations consistent with the budget.

B. Under the guidelines set forth in the NCRTD Travel Rules and Regulations, Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to Annual Conferences, the state associate conferences and seminars, and such other national, regional, state, and local governmental groups and committees in which Employee participates.

C. Under the guidelines set forth in the NCRTD Travel Rules and Regulations, Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of Employer.

D. Employer recognizes that certain expenses of a non-personal and job-related nature are incurred by Employee, and agrees to reimburse said general expenses up to $100 per month within a reasonable time after presentation by Employee of detailed reimbursement requests and any necessary supporting documentation presented to the Chair of the NCRTD Board.

Section 9: Other Benefits

Employee shall continue to be eligible for all other benefits not specifically stated in this agreement but which are afforded to other full-time NCRTD employees. Employer agrees that the payment of all benefits shall be made to Employee or heirs according to the provisions of existing plan documents or benefit contracts in effect for all other full time NCRTD employees.

Section 10: Termination without Cause

A. Termination Following Appointment of New Board Member. No Action by the Board of Directors to terminate Employee, other than for gross mismanagement. or indictment by a Grand Jury (as described in Section 12 (d)), will be made within ninety (90) days immediately following an appointment of a Board Member.

B. Excepting only the provision of subsection 10 A above, Employer may terminate this Agreement, without cause, at any time and for any reason. Such termination shall occur by a majority vote of the NCRTD Board at a duly authorized public meeting at any time after the Employment Date; provided, however, that a vote to terminate this agreement in accordance with Section 12, Termination for Cause, shall not constitute a vote to terminate this agreement pursuant to this Section 10, Termination without Cause.

B. If Employer reduces the base salary, compensation or any other financial benefit of Employee, unless such reduction is applied in no greater percentage than the average reduction of all employees or such reduction is made at the request of Employee, such action shall constitute a breach of this agreement and will be regarded as a termination without cause.

C. If Employee resigns following an offer to accept resignation by the NCRTD Board or an official and recognized representative of the Board following Board action, then Employee may declare a termination without cause as of the date of the suggestion.

Section 11: Severance

If and only if this agreement is terminated in accordance with the provisions of Section 10 above or Section 13 below, Employer shall make a minimum severance payment to Employee equal to nine months of the annual base salary at Employee's then-current rate of pay plus, car allowance, cellular telephone and the value of accrued annual and sick leave at the time of termination. This severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. In addition, Employer shall pay to Employee an amount sufficient to pay premiums required to maintain Employer-provided insurance under COBRA and a lump-sum amount equal to the retirement contribution provided for in Paragraph 7C of this agreement for a period of nine months. If, after termination has been proposed and is under serious consideration pursuant to Section 10 above or Section 13 below (Termination Without Cause or Termination by Agreement) or such termination has been finalized and prior to Employee's receipt of the severance payment, Employee dies the severance payable pursuant to this Section 11 shall be paid to Employee's heirs or assigns, respectively. If Employee is incapacitated during such period, Employer shall remain obligated to pay the severance as provided in this paragraph. The parties agree to develop and approve a joint press release regarding the termination which shall provide for neutral comments regarding the termination of the employment relationship and shall not include any comments that could negatively affect the Employee's opportunities for employment, including but not limited to, statements capable of, or causing the defamation of Employee's character or casting a negative light on the Employee's professional skills, abilities or knowledge. Board Members, all officials, employees or agents of the District will refrain from any negative public comment regarding the Employee's tenure with the District that would negatively affect Employee's opportunities for employment, including but not limited to statements capable of, or causing, the defamation of character or casting a negative light on Employee's professional skills, knowledge or abilities.

Section 12: Termination for Cause

A. Employer may terminate this Agreement for cause. The date of termination shall be the date of delivery of the written termination notice. For purposes of the Agreement, "cause" shall include and be limited to (a) embezzlement, theft, larceny, material fraud, or other acts of dishonesty; (b) material violation by Employee of any of his obligations under this Agreement, after notice and opportunity to cure given at least once in any 12-month period; (c) conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse affect on Employee's ability to carry out his duties under this Agreement or upon the reputation of the Employer; (d) indictment by a grand jury; (e) gross insubordination or repeated insubordination after written warning by Board through its Chair; or (f) material and continuing failure by Employee to perform the duties described in Section 2 above, in a quality and professional manner for a least sixty (60) calendar days after receipt of written warning from Board. Upon termination for cause as provided in this Section 12, Employers sole and exclusive obligation shall be to pay to or on behalf of Employee his base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), automobile allowance, retirement and pension plan contributions and benefits earned through the date of termination and Employee shall not be entitled to any further compensation after the date of termination.

Section 13: Termination by Agreement

Notwithstanding any other provision of this Agreement, the parties may mutually terminate this Agreement, in writing at any time and on any terms as they shall agree, including the payment of a severance.

Section 14: Death of Employee Shall Terminate This Agreement

Upon Employee's death, this Agreement is terminated. Upon death of Employee, his estate and/or beneficiaries shall be entitled to all benefits accrued and payments due to an employee of Employer as well as Employee's base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), car allowance, retirement and pension plan contributions and benefits earned through date of death, but this Agreement shall not require Employer to pay any additional sums and no other obligation to Employee, his heirs, representatives or assigns is created by this Agreement. This paragraph is not intended, and shall not be construed, to limit the Employer's liability, if any, under the New Mexico Workers Compensation Act.

Section 15: Disability or Inability to Perform

In the event that the Employee becomes mentally or physically incapable of performing his functions and duties with reasonable accommodation and it reasonably appears that such incapability will last for more than six (6) months, the Employer may terminate the employment of the Employee; however in such instance, if the date of incapability is on or after the Employment Date, the Employee shall be entitled to severance pay as provided in Section 11 of this Agreement. Furthermore, Employee shall be entitled to all benefits available to an employee of Employer under current law or Employer's then current policies or rules and regulations concerning disability. This paragraph is not intended, and shall not be construed, to limit Employer's responsibility and liability, if any, under the New Mexico Worker's compensation

Act or American with Disabilities Act.

Section 16: Resignation

In the event that Employee voluntarily resigns his/her position with Employer, Employee shall provide a minimum of thirty (30) days' prior written notice unless the parties agree otherwise. In the event of voluntary resignation, no severance is due to the Employee.

Section 17: Performance Goals and Evaluation

A. Concurrent with the annual budget process Employer , shall review the performance of Employee subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by Employer and Employee. All performance evaluation meetings shall be conducted in Closed Session of the Board. The process at a minimum shall include the opportunity for a facilitated meeting between Employee and the Board to discuss the evaluation. Facilitation shall be by an independent consultant, mutually agreeable to both the Employer and the Employee. The final written evaluation may be completed and delivered to Employee and may be placed in his personnel file within thirty (30) days after the evaluation is completed. The written performance evaluation shall remain confidential and shall not be considered public information. Based upon the results of the Performance Evaluation, a salary adjustment may be given to Employee at or around the time of the annual review and evaluation by the Board.

B. Concurrent with the annual budget process, the Board, together with Employee, shall establish goals and performance measures for the Executive Director. The meeting may be facilitated by an independent consultant and the Board will honor a request by Employee to include department managers and other senior staff members in the meeting with respect to goal setting. Thereafter, Employee and Board will meet on an annual basis to discuss and update the Executive Director's annual performance goals and measures.

C. Nothing herein shall prohibit the NCRTD from granting Employee any pay increases, , reimbursements, payments, bonuses, cost of living increases or other forms of compensation where said amounts are authorized by the NCRTD Board.

Section 18: Hours of Work

Employee's position as Executive Director is a professional position requiring time commitments beyond a regular forty-hour work week. To fulfill the needs of the position, Employee may work more than eight hours in a day and/or more than five days in a week. Employee acknowledges that the position may require such time commitments. Employer, in recognition of the time demands of the position, agrees that Employee may set his own working hours, so long as he is reasonably available to fulfill his job requirements. As Employee is responsible for setting his own working hours, he may be absent during regular working hours from time to time. Such absences shall not require Employee to use annual leave. Such absences shall not exceed eight hours in any week unless prior notice is given to the Board Chair. Employee shall not be required to give notice to the Chair of absence of less than eight hours per week. During such absences, Employee shall remain in pay status and entitled to all pay and

benefits as well as accrual of annual leave and sick leave.

Section 19: Outside Activities

A. The position of Executive Director is a full-time position. Employee will use Employee's best efforts and dedicate Employee's full time to the completion of job responsibilities of the Executive Director. To this end, Employee shall not accept any other contemporaneous employment without the prior consent of the Board. Occasional teaching, writing, consulting, or military reserve service performed on Employee's time off shall not violate the terms of this paragraph and shall not require the prior consent of the Board.

B. Employee shall not spend more than ten (10) hours per week teaching, writing, consulting, military reserve service or other non-employer connected business without the prior approval of the Board, which consent shall not be unreasonably withheld. Employee may continue to provide consulting services to other entities outside of the normal scope of NCRTD work hours so long as said employment is authorized in advance by the Chair and does not interfere with, detract from or appropriate the property assets and business opportunities of Employee's work for the NCRTD.

Section 20: Indemnification

A. Employee shall be entitled to all the immunities and indemnifications afforded by the New Mexico Tort Claims Act 41-4-1 et seq, NMSA 1979 (1989 Repl.) and by all liability insurance or self-insurance maintained by the Employer for the benefit of its employees.

B. To the extent that immunity or indemnification is permitted by law and may not be afforded by the New Mexico Tort Claims Act or by liability insurance, except as otherwise prohibited by law, Employer shall indemnify Employee for acts and omissions allegedly arising out of his employment by Employer under those circumstances and to the same extent as currently allowed by 53-11-4.1 NMSA 1978 (1993 Repl.) for a business corporation to indemnify its directors and officers. For purposes if implementing such indemnification, Board shall be deemed to be the Board of Directors of the corporation. Employee shall be deemed to be an Officer of the corporation, the NCRTD shall be deemed to be the corporation and all references to shareholders shall be disregarded.

C. To the extent employee is sued in civil rights or other civil matters in his individual capacity, employer will defend employee and pay associated costs and attorney fees.

Section 22: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 23: Notices

Notice pursuant to this agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: North Central Regional Transit District
Attn: Chair, NCRTD Board
3600 Rodeo Lane, Suite B-6
Santa Fe, New Mexico 87507

EMPLOYEE: Anthony J. Mortillaro
6 Camino Botanica
Santa Fe, New Mexico 87507

Alternatively, notice required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice in the United States Postal mail.

Section 24: General Provisions

A. Integration. This agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this agreement.

B. Severability. The invalidity or partial invalidity of any provision, paragraph, sentence or clause in this agreement will not affect the validity of the remainder of the agreement. In the event that any part of this agreement is held to be invalid, the remaining provisions shall continue in full force and effect.

C. Nothing shall restrict the ability of the Employee to amend or adjust the terms of this Agreement. However, no waiver, alteration or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by both the Chair of the NCRTD and Employee.

D. This agreement is binding upon and inures to the benefit of the Executive Director's heirs at law and executors.

E. To the extent that the terms and conditions of this agreement conflict with the personnel policies and procedures of Employer, the terms and conditions of this agreement shall control.

F. Disputes arising from the interpretation of this Agreement shall be settled through binding arbitration by a mutually agreed upon registered member of the American Arbitration Association. Costs of such proceedings shall be borne by the respective parties without reimbursement of legal fees.

NORTH CENTRAL REGIONAL TRANSIST DISTRICT

By:_____
Rosemary Romero, Chair of the NCRTD Board

EMPLOYEE

_____

Anthony J. Mortillaro

Board Action and Executive Summary

Item # B Resolution# 2011-09

For Meeting of October 14, 2011

TITLE: Approval of Resolution 2011-09: The FY 2012 NCRTD Pay Plan

PURPOSE(S) OF ACTION: To review and adopt a Revised Pay Plan for the NCRTD through Resolution 2011-09.

Name of Drafter: Anthony Mortillaro, Interim Executive Director		Department: Executive		Phone: 505-438-3257	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The current pay plan was adopted by the Board at the August 5, 2011 meeting by resolution No. 2011-06 for FY 12. The current pay plan is a step plan that has positions assigned to grades which are related to a salary range (attached). The salary ranges have an approximate 40% spread from minimum to maximum pay. The spread in each step in each grade is approximately 3%. At this same meeting the Board authorized an increase of 1.5% for productivity increases as provided for in the Districts Personnel Policies. Since the adopted pay plan was based upon a 3% spread and the adopted productivity increase was 1.5%, the pay plan needs to be adjusted so that employees will remain on their steps and as they progress through the plan they will be able to be placed on the step that corresponds to the 1.5% increase if warranted.

Recommendation:

It is recommended that the modified Pay Plan be adopted. There is no increase in costs associated with the adoption of this modified Pay Plan.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount

1. The adopted FY 12 Salary Plan (attached)
2. The modified FY 12 Salary Plan (attached)
3. Resolution 2011-06

OPTIONS / ALTERNATIVES:

The Personnel Rules and Regulations require that the Pay Plan be adopted by resolution of the Board.

North Central Regional Transit District (NCRTD)

Resolution 2011-09

ADOPTION OF AN AMENDED PAY PLAN FOR FY 2012
(FIRST ADOPTED AS RESOLUTION 2011-06
ON AUGUST 5TH, 2011)

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the NCRTD Board adopted by voice vote the 2007 pay plan at its October 2007 Board meeting; and

WHEREAS, the NCRTD Personnel Policies Section 3.8 requires that the pay plan be adopted by resolution; and

WHEREAS, the NCRTD Board at its August 5, 2011 meeting approved Resolution 2011-06, adopting a pay plan for FY 2012; and

WHEREAS, the NCRTD Board has approved a "productivity increase" for FY 2012 which necessitates the modification of the pay plan to realign steps into 1.5% increments.

NOW THEREFORE BE IT RESOLVED THAT THE FY 2012 PAY PLAN IS APPROVED AND ADOPTED AS AMENDED AND ATTACHED HERETO AS EXHIBIT "A" FOR FISCAL YEAR 2012 ON THIS 14TH DAY OF OCTOBER 2011.

_____

Rosemary Romero, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
REVISED PAY PLAN FOR FISCAL YEAR 2012 October 14, 2011 Attachment "A"

Grade	Job Title		Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	FLSA Status
		Annual	$23,441.60	$23,795.20	$24,148.80	$24,502.40	$24,876.80	$25,251.20	$25,625.60	$26,000.00	$26,395.20	$26,790.40	$27,185.60	$27,601.60	
7		Bi-Weekly	$901.60	$915.20	$928.80	$942.40	$956.80	$971.20	$985.60	$1,000.00	$1,015.20	$1,030.40	$1,045.60	$1,061.60	
		Hourly	$11.27	$11.44	$11.61	$11.78	$11.96	$12.14	$12.32	$12.50	$12.69	$12.88	$13.07	$13.27	
		Annual	$25,251.20	$25,625.60	$26,000.00	$26,395.20	$26,790.40	$27,185.60	$27,601.60	$28,017.60	$28,433.60	$28,870.40	$29,307.20	$29,744.00	
8	Driver	Bi-Weekly	$971.20	$985.60	$1,000.00	$1,015.20	$1,030.40	$1,045.60	$1,061.60	$1,077.60	$1,093.60	$1,110.40	$1,127.20	$1,144.00	Non-Exempt
		Hourly	$12.14	$12.32	$12.50	$12.69	$12.88	$13.07	$13.27	$13.47	$13.67	$13.88	$14.09	$14.30	
		Annual	$27,206.40	$27,622.40	$28,038.40	$28,454.40	$28,891.20	$29,328.00	$29,764.80	$30,201.60	$30,659.20	$31,116.80	$31,574.40	$32,052.80	
9	Dispatcher	Bi-Weekly	$1,046.40	$1,062.40	$1,078.40	$1,094.40	$1,111.20	$1,128.00	$1,144.80	$1,161.60	$1,179.20	$1,196.80	$1,214.40	$1,232.80	Non-Exempt
		Hourly	$13.08	$13.28	$13.48	$13.68	$13.89	$14.10	$14.31	$14.52	$14.74	$14.96	$15.18	$15.41	
		Annual	$29,286.40	$29,723.20	$30,160.00	$30,617.60	$31,075.20	$31,532.80	$32,011.20	$32,489.60	$32,968.00	$33,467.20	$33,966.40	$34,465.60	
10		Bi-Weekly	$1,126.40	$1,143.20	$1,160.00	$1,177.60	$1,195.20	$1,212.80	$1,231.20	$1,249.60	$1,268.00	$1,287.20	$1,306.40	$1,325.60	
		Hourly	$14.08	$14.29	$14.50	$14.72	$14.94	$15.16	$15.39	$15.62	$15.85	$16.09	$16.33	$16.57	
		Annual	$31,553.60	$32,032.00	$32,510.40	$32,988.80	$33,488.00	$33,987.20	$34,507.20	$35,027.20	$35,547.20	$36,088.00	$36,628.80	$37,169.60	
11		Bi-Weekly	$1,213.60	$1,232.00	$1,250.40	$1,268.80	$1,288.00	$1,307.20	$1,327.20	$1,347.20	$1,367.20	$1,388.00	$1,408.80	$1,429.60	
		Hourly	$15.17	$15.40	$15.63	$15.86	$16.10	$16.34	$16.59	$16.84	$17.09	$17.35	$17.61	$17.87	
	Route Supervisor	Annual	$33,987.20	$34,507.20	$35,027.20	$35,547.20	$36,088.00	$36,628.80	$37,169.60	$37,731.20	$38,292.80	$38,875.20	$39,457.60	$40,040.00	Non-Exempt
12	Financial Specialist	Bi-Weekly	$1,307.20	$1,327.20	$1,347.20	$1,367.20	$1,388.00	$1,408.80	$1,429.60	$1,451.20	$1,472.80	$1,495.20	$1,517.60	$1,540.00	Non-Exempt
	Operations Analyst	Hourly	$16.34	$16.59	$16.84	$17.09	$17.35	$17.61	$17.87	$18.14	$18.41	$18.69	$18.97	$19.25	Non-Exempt
		Annual	$33,987.20	$34,507.20	$35,027.20	$35,547.20	$36,088.00	$36,628.80	$37,169.60	$37,731.20	$38,292.80	$38,875.20	$39,457.60	$40,040.00	
12	Fleet Manager	Bi-Weekly	$1,307.20	$1,327.20	$1,347.20	$1,367.20	$1,388.00	$1,408.80	$1,429.60	$1,451.20	$1,472.80	$1,495.20	$1,517.60	$1,540.00	Exempt
		Hourly	$16.34	$16.59	$16.84	$17.09	$17.35	$17.61	$17.87	$18.14	$18.41	$18.69	$18.97	$19.25	
		Annual	$36,608.00	$37,148.80	$37,710.40	$38,272.00	$38,854.40	$39,436.80	$40,019.20	$40,622.40	$41,225.60	$41,849.60	$42,473.60	$43,118.40	
13	Executive Asst/HR Spec	Bi-Weekly	$1,408.00	$1,428.80	$1,450.40	$1,472.00	$1,494.40	$1,516.80	$1,539.20	$1,562.40	$1,585.60	$1,609.60	$1,633.60	$1,658.40	Non-Exempt
		Hourly	$17.60	$17.86	$18.13	$18.40	$18.68	$18.96	$19.24	$19.53	$19.82	$20.12	$20.42	$20.73	
		Annual	$39,436.80	$40,019.20	$40,622.40	$41,225.60	$41,849.60	$42,473.60	$43,118.40	$43,763.20	$44,428.80	$45,094.40	$45,780.80	$46,467.20	
14	Public Information Officer	Bi-Weekly	$1,516.80	$1,539.20	$1,562.40	$1,585.60	$1,609.60	$1,633.60	$1,658.40	$1,683.20	$1,708.80	$1,734.40	$1,760.80	$1,787.20	Exempt
		Hourly	$18.96	$19.24	$19.53	$19.82	$20.12	$20.42	$20.73	$21.04	$21.36	$21.68	$22.01	$22.34	
		Annual	$42,473.60	$43,118.40	$43,763.20	$44,428.80	$45,094.40	$45,780.80	$46,467.20	$47,174.40	$47,881.60	$48,609.60	$49,337.60	$50,086.40	
15		Bi-Weekly	$1,633.60	$1,658.40	$1,683.20	$1,708.80	$1,734.40	$1,760.80	$1,787.20	$1,814.40	$1,841.60	$1,869.60	$1,897.60	$1,926.40	
		Hourly	$20.42	$20.73	$21.04	$21.36	$21.68	$22.01	$22.34	$22.68	$23.02	$23.37	$23.72	$24.08	
		Annual	$45,760.00	$46,446.40	$47,132.80	$47,840.00	$48,568.00	$49,296.00	$50,044.80	$50,793.60	$51,563.20	$52,332.80	$53,123.20	$53,913.60	
16	Financial Analyst	Bi-Weekly	$1,760.00	$1,786.40	$1,812.80	$1,840.00	$1,868.00	$1,896.00	$1,924.80	$1,953.60	$1,983.20	$2,012.80	$2,043.20	$2,073.60	Non-Exempt
		Hourly	$22.00	$22.33	$22.66	$23.00	$23.35	$23.70	$24.06	$24.42	$24.79	$25.16	$25.54	$25.92	
		Annual	$50,148.80	$50,897.60	$51,667.20	$52,436.80	$53,227.20	$54,017.60	$54,828.80	$55,660.80	$56,492.80	$57,345.60	$58,198.40	$59,072.00	
17		Bi-Weekly	$1,928.80	$1,957.60	$1,987.20	$2,016.80	$2,047.20	$2,077.60	$2,108.80	$2,140.80	$2,172.80	$2,205.60	$2,238.40	$2,272.00	
		Hourly	$24.11	$24.47	$24.84	$25.21	$25.59	$25.97	$26.36	$26.76	$27.16	$27.57	$27.98	$28.40	
	Service Development Mgr	Annual	$54,953.60	$55,785.60	$56,617.60	$57,470.40	$58,323.20	$59,196.80	$60,091.20	$60,985.60	$61,900.80	$62,836.80	$63,772.80	$64,729.60	Exempt
18	Financial Manager	Bi-Weekly	$2,113.60	$2,145.60	$2,177.60	$2,210.40	$2,243.20	$2,276.80	$2,311.20	$2,345.60	$2,380.80	$2,416.80	$2,452.80	$2,489.60	Exempt
	Regional Operations Mgr	Hourly	$26.42	$26.82	$27.22	$27.63	$28.04	$28.46	$28.89	$29.32	$29.76	$30.21	$30.66	$31.12	Exempt
		Annual	$60,236.80	$61,131.20	$62,046.40	$62,982.40	$63,918.40	$64,875.20	$65,852.80	$66,830.40	$67,828.80	$68,848.00	$69,888.00	$70,928.00	
19		Bi-Weekly	$2,316.80	$2,351.20	$2,386.40	$2,422.40	$2,458.40	$2,495.20	$2,532.80	$2,570.40	$2,608.80	$2,648.00	$2,688.00	$2,728.00	
		Hourly	$28.96	$29.39	$29.83	$30.28	$30.73	$31.19	$31.66	$32.13	$32.61	$33.10	$33.60	$34.10	
		Annual	$66,019.20	$67,017.60	$68,016.00	$69,035.20	$70,075.20	$71,136.00	$72,196.80	$73,278.40	$74,380.80	$75,504.00	$76,627.20	$77,771.20	
20	Transit Projects Manager	Bi-Weekly	$2,539.20	$2,577.60	$2,616.00	$2,655.20	$2,695.20	$2,736.00	$2,776.80	$2,818.40	$2,860.80	$2,904.00	$2,947.20	$2,991.20	Exempt
		Hourly	$31.74	$32.22	$32.70	$33.19	$33.69	$34.20	$34.71	$35.23	$35.76	$36.30	$36.84	$37.39	
		Annual	$72,342.40	$73,424.00	$74,526.40	$75,649.60	$76,793.60	$77,937.60	$79,102.40	$80,288.00	$81,494.40	$82,721.60	$83,969.60	$85,238.40	
21		Bi-Weekly	$2,782.40	$2,824.00	$2,866.40	$2,909.60	$2,953.60	$2,997.60	$3,042.40	$3,088.00	$3,134.40	$3,181.60	$3,229.60	$3,278.40	
		Hourly	$34.78	$35.30	$35.83	$36.37	$36.92	$37.47	$38.03	$38.60	$39.18	$39.77	$40.37	$40.98	

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
PAY PLAN FOR FISCAL YEAR 2012

Attachment "A" page 2

Grade	Job Title		Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Maximum	FLSA Status
		Annual	$28,017.60	$28,433.60	$28,870.40	$29,307.20	$29,744.00	$30,180.80	$30,638.40	$31,096.00	$31,553.60	$32,032.00	$32,510.40	$32,988.80	
7		Bi-Weekly	$1,077.60	$1,093.60	$1,110.40	$1,127.20	$1,144.00	$1,160.80	$1,178.40	$1,196.00	$1,213.60	$1,232.00	$1,250.40	$1,268.80	
		Hourly	$13.47	$13.67	$13.88	$14.09	$14.30	$14.51	$14.73	$14.95	$15.17	$15.40	$15.63	$15.86	
		Annual	$30,180.80	$30,638.40	$31,096.00	$31,553.60	$32,032.00	$32,510.40	$32,988.80	$33,488.00	$33,987.20	$34,507.20	$35,027.20	$35,547.20	
8	Driver	Bi-Weekly	$1,160.80	$1,178.40	$1,196.00	$1,213.60	$1,232.00	$1,250.40	$1,268.80	$1,288.00	$1,307.20	$1,327.20	$1,347.20	$1,367.20	Non-Exempt
		Hourly	$14.51	$14.73	$14.95	$15.17	$15.40	$15.63	$15.86	$16.10	$16.34	$16.59	$16.84	$17.09	
		Annual	$32,531.20	$33,009.60	$33,508.80	$34,008.00	$34,528.00	$35,048.00	$35,568.00	$36,108.80	$36,649.60	$37,190.40	$37,752.00	$38,313.60	
9	Dispatcher	Bi-Weekly	$1,251.20	$1,269.60	$1,288.80	$1,308.00	$1,328.00	$1,348.00	$1,368.00	$1,388.80	$1,409.60	$1,430.40	$1,452.00	$1,473.60	Non-Exempt
		Hourly	$15.64	$15.87	$16.11	$16.35	$16.60	$16.85	$17.10	$17.36	$17.62	$17.88	$18.15	$18.42	
		Annual	$34,985.60	$35,505.60	$36,046.40	$36,587.20	$37,128.00	$37,689.60	$38,251.20	$38,833.60	$39,416.00	$39,998.40	$40,601.60	$41,204.80	
10		Bi-Weekly	$1,345.60	$1,365.60	$1,386.40	$1,407.20	$1,428.00	$1,449.60	$1,471.20	$1,493.60	$1,516.00	$1,538.40	$1,561.60	$1,584.80	
		Hourly	$16.82	$17.07	$17.33	$17.59	$17.85	$18.12	$18.39	$18.67	$18.95	$19.23	$19.52	$19.81	
		Annual	$37,731.20	$38,292.80	$38,875.20	$39,457.60	$40,040.00	$40,643.20	$41,246.40	$41,870.40	$42,494.40	$43,139.20	$43,784.00	$44,449.60	
11		Bi-Weekly	$1,451.20	$1,472.80	$1,495.20	$1,517.60	$1,540.00	$1,563.20	$1,586.40	$1,610.40	$1,634.40	$1,659.20	$1,684.00	$1,709.60	
		Hourly	$18.14	$18.41	$18.69	$18.97	$19.25	$19.54	$19.83	$20.13	$20.43	$20.74	$21.05	$21.37	
	Route Supervisor	Annual	$40,643.20	$41,246.40	$41,870.40	$42,494.40	$43,139.20	$43,784.00	$44,449.60	$45,115.20	$45,801.60	$46,488.00	$47,195.20	$47,902.40	Non-Exempt
12	Financial Specialist	Bi-Weekly	$1,563.20	$1,586.40	$1,610.40	$1,634.40	$1,659.20	$1,684.00	$1,709.60	$1,735.20	$1,761.60	$1,788.00	$1,815.20	$1,842.40	Non-Exempt
	Operations Analyst	Hourly	$19.54	$19.83	$20.13	$20.43	$20.74	$21.05	$21.37	$21.69	$22.02	$22.35	$22.69	$23.03	Non-Exempt
		Annual	$40,643.20	$41,246.40	$41,870.40	$42,494.40	$43,139.20	$43,784.00	$44,449.60	$45,115.20	$45,801.60	$46,488.00	$47,195.20	$47,902.40	
12	Fleet Manager	Bi-Weekly	$1,563.20	$1,586.40	$1,610.40	$1,634.40	$1,659.20	$1,684.00	$1,709.60	$1,735.20	$1,761.60	$1,788.00	$1,815.20	$1,842.40	Exempt
		Hourly	$19.54	$19.83	$20.13	$20.43	$20.74	$21.05	$21.37	$21.69	$22.02	$22.35	$22.69	$23.03	
		Annual	$43,763.20	$44,428.80	$45,094.40	$45,780.80	$46,467.20	$47,174.40	$47,881.60	$48,609.60	$49,337.60	$50,086.40	$50,835.20	$51,604.80	
13	Executive Asst/HR Spec	Bi-Weekly	$1,683.20	$1,708.80	$1,734.40	$1,760.80	$1,787.20	$1,814.40	$1,841.60	$1,869.60	$1,897.60	$1,926.40	$1,955.20	$1,984.80	Non-Exempt
		Hourly	$21.04	$21.36	$21.68	$22.01	$22.34	$22.68	$23.02	$23.37	$23.72	$24.08	$24.44	$24.81	
		Annual	$47,174.40	$47,881.60	$48,609.60	$49,337.60	$50,086.40	$50,835.20	$51,604.80	$52,374.40	$53,164.80	$53,955.20	$54,766.40	$55,577.60	
14	Public Information Officer	Bi-Weekly	$1,814.40	$1,841.60	$1,869.60	$1,897.60	$1,926.40	$1,955.20	$1,984.80	$2,014.40	$2,044.80	$2,075.20	$2,106.40	$2,137.60	Exempt
		Hourly	$22.68	$23.02	$23.37	$23.72	$24.08	$24.44	$24.81	$25.18	$25.56	$25.94	$26.33	$26.72	
		Annual	$50,835.20	$51,604.80	$52,374.40	$53,164.80	$53,955.20	$54,766.40	$55,577.60	$56,409.60	$57,262.40	$58,115.20	$58,988.80	$59,883.20	
15		Bi-Weekly	$1,955.20	$1,984.80	$2,014.40	$2,044.80	$2,075.20	$2,106.40	$2,137.60	$2,169.60	$2,202.40	$2,235.20	$2,268.80	$2,303.20	
		Hourly	$24.44	$24.81	$25.18	$25.56	$25.94	$26.33	$26.72	$27.12	$27.53	$27.94	$28.36	$28.79	
		Annual	$54,724.80	$55,536.00	$56,368.00	$57,220.80	$58,073.60	$58,947.20	$59,841.60	$60,736.00	$61,651.20	$62,566.40	$63,502.40	$64,459.20	
16	Financial Analyst	Bi-Weekly	$2,104.80	$2,136.00	$2,168.00	$2,200.80	$2,233.60	$2,267.20	$2,301.60	$2,336.00	$2,371.20	$2,406.40	$2,442.40	$2,479.20	Non-Exempt
		Hourly	$26.31	$26.70	$27.10	$27.51	$27.92	$28.34	$28.77	$29.20	$29.64	$30.08	$30.53	$30.99	
		Annual	$59,966.40	$60,860.80	$61,776.00	$62,712.00	$63,648.00	$64,604.80	$65,582.40	$66,560.00	$67,558.40	$68,577.60	$69,596.80	$70,636.80	
17		Bi-Weekly	$2,306.40	$2,340.80	$2,376.00	$2,412.00	$2,448.00	$2,484.80	$2,522.40	$2,560.00	$2,598.40	$2,637.60	$2,676.80	$2,716.80	
		Hourly	$28.83	$29.26	$29.70	$30.15	$30.60	$31.06	$31.53	$32.00	$32.48	$32.97	$33.46	$33.96	
	Service Development Mgr	Annual	$65,707.20	$66,684.80	$67,683.20	$68,702.40	$69,742.40	$70,782.40	$71,843.20	$72,924.80	$74,027.20	$75,129.60	$76,252.80	$77,396.80	Exempt
18	Financial Manager	Bi-Weekly	$2,527.20	$2,564.80	$2,603.20	$2,642.40	$2,682.40	$2,722.40	$2,763.20	$2,804.80	$2,847.20	$2,889.60	$2,932.80	$2,976.80	Exempt
	Regional Operations Mgr	Hourly	$31.59	$32.06	$32.54	$33.03	$33.53	$34.03	$34.54	$35.06	$35.59	$36.12	$36.66	$37.21	Exempt
		Annual	$71,988.80	$73,070.40	$74,172.80	$75,275.20	$76,398.40	$77,542.40	$78,707.20	$79,892.80	$81,099.20	$82,305.60	$83,532.80	$84,780.80	
19		Bi-Weekly	$2,768.80	$2,810.40	$2,852.80	$2,895.20	$2,938.40	$2,982.40	$3,027.20	$3,072.80	$3,119.20	$3,165.60	$3,212.80	$3,260.80	
		Hourly	$34.61	$35.13	$35.66	$36.19	$36.73	$37.28	$37.84	$38.41	$38.99	$39.57	$40.16	$40.76	
		Annual	$78,936.00	$80,121.60	$81,328.00	$82,555.20	$83,803.20	$85,051.20	$86,320.00	$87,609.60	$88,920.00	$90,251.20	$91,603.20	$92,976.00	
20	Transit Projects Manager	Bi-Weekly	$3,036.00	$3,081.60	$3,128.00	$3,175.20	$3,223.20	$3,271.20	$3,320.00	$3,369.60	$3,420.00	$3,471.20	$3,523.20	$3,576.00	Exempt
		Hourly	$37.95	$38.52	$39.10	$39.69	$40.29	$40.89	$41.50	$42.12	$42.75	$43.39	$44.04	$44.70	
		Annual	$86,507.20	$87,796.80	$89,107.20	$90,438.40	$91,790.40	$93,163.20	$94,556.80	$95,971.20	$97,406.40	$98,862.40	$100,339.20	$101,836.80	
21		Bi-Weekly	$3,327.20	$3,376.80	$3,427.20	$3,478.40	$3,530.40	$3,583.20	$3,636.80	$3,691.20	$3,746.40	$3,802.40	$3,859.20	$3,916.80	
		Hourly	$41.59	$42.21	$42.84	$43.48	$44.13	$44.79	$45.46	$46.14	$46.83	$47.53	$48.24	$48.96	

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
PAY PLAN FOR FISCAL YEAR 2012

AUGUST 5, 2011

Grade	Job Title		Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Mid-Point	Step 8	Step 9	Step 10	Step 11	Maximum	FLSA Status
		Annual	$23,441	$24,144	$24,868	$25,614	$26,383	$27,174	$28,129	$28,973	$29,842	$30,737	$31,659	$32,817	
7		Bi-Weekly	$901.57	$928.81	$956.47	$985.17	$1,014.72	$1,045.18	$1,081.88	$1,114.34	$1,147.77	$1,182.20	$1,217.67	$1,262.19	
		Hourly	$11.27	$11.81	$11.96	$12.31	$12.68	$13.06	$13.52	$13.93	$14.35	$14.78	$15.22	$15.78	
		Annual	$25,249	$26,007	$26,787	$27,590	$28,418	$29,271	$30,299	$31,208	$32,144	$33,108	$34,102	$35,349	
8	Driver	Bi-Weekly	$971.12	$1,000.25	$1,030.26	$1,061.17	$1,093.00	$1,125.79	$1,165.34	$1,200.30	$1,236.31	$1,273.40	$1,311.61	$1,359.57	Non-Exempt
		Hourly	$12.14	$12.50	$12.88	$13.26	$13.66	$14.07	$14.57	$15.00	$15.45	$15.92	$16.40	$16.99	
		Annual	$27,197	$28,013	$26,853	$29,719	$30,610	$31,529	$32,636	$33,616	$34,624	$35,663	$36,733	$38,076	
9	Dispatcher	Bi-Weekly	$1,046.04	$1,077.42	$1,109.74	$1,143.04	$1,177.33	$1,212.65	$1,255.25	$1,292.91	$1,331.69	$1,371.64	$1,412.79	$1,464.46	Non-Exempt
		Hourly	$13.08	$13.47	$13.87	$14.29	$14.72	$15.16	$15.69	$16.16	$16.65	$17.15	$17.66	$18.31	
		Annual	$29,295	$30,174	$31,079	$32,012	$32,972	$33,961	$35,154	$36,209	$37,295	$38,414	$39,566	$41,013	
10		Bi-Weekly	$1,126.74	$1,160.54	$1,195.36	$1,231.22	$1,268.15	$1,306.20	$1,352.09	$1,392.65	$1,434.43	$1,477.46	$1,521.79	$1,577.43	
		Hourly	$14.08	$14.51	$14.94	$15.39	$15.85	$16.33	$16.90	$17.41	$17.93	$18.47	$19.02	$19.72	
		Annual	$31,555	$32,502	$33,477	$34,481	$35,516	$36,581	$37,866	$39,002	$40,172	$41,378	$42,619	$44,177	
11		Bi-Weekly	$1,213.66	$1,250.07	$1,287.58	$1,326.20	$1,365.99	$1,406.97	$1,456.40	$1,500.09	$1,545.09	$1,591.44	$1,639.19	$1,899.13	
		Hourly	$15.17	$15.63	$16.09	$16.58	$17.07	$17.59	$18.20	$18.75	$19.31	$19.89	$20.49	$21.24	
	Route Supervisor	Annual	$33,990	$35,009	$36,060	$37,141	$38,256	$39,403	$40,788	$42,011	$43,272	$44,570	$45,907	$47,586	Non-Exempt
12	Financial Specialist	Bi-Weekly	$1,307.30	$1,346.51	$1,386.91	$1,428.52	$1,471.37	$1,515.51	$1,568.75	$1,615.82	$1,664.29	$1,714.22	$1,765.65	$1,830.21	Non-Exempt
	Operations Analyst	Hourly	$16.34	$16.83	$17.34	$17.86	$18.39	$18.94	$19.61	$20.20	$20.80	$21.43	$22.07	$22.88	Non-Exempt
		Annual	$33,990	$35,009	$36,060	$37,141	$38,256	$39,403	$40,788	$42,011	$43,272	$44,570	$45,907	$47,586	
12	Fleet Manager	Bi-Weekly	$1,307.30	$1,346.51	$1,386.91	$1,428.52	$1,471.37	$1,515.51	$1,568.75	$1,615.82	$1,664.29	$1,714.22	$1,765.65	$1,830.21	Exempt
		Hourly	$16.34	$16.83	$17.34	$17.86	$18.39	$18.94	$19.61	$20.20	$20.80	$21.43	$22.07	$22.88	
		Annual	$36,612	$37,710	$38,842	$40,007	$41,207	$42,443	$43,934	$45,252	$46,610	$48,008	$49,448	$51,257	
13	Executive Asst/HR Spec	Bi-Weekly	$1,408.15	$1,450.39	$1,493.91	$1,538.72	$1,584.89	$1,632.43	$1,689.78	$1,740.47	$1,792.69	$1,846.47	$1,901.86	$1,971.41	Non-Exempt
		Hourly	$17.60	$18.13	$18.67	$19.23	$19.81	$20.41	$21.12	$21.76	$22.41	$23.08	$23.77	$24.64	
		Annual	$39,436	$40,620	$41,838	$43,093	$44,386	$45,718	$47,324	$48,743	$50,206	$51,712	$53,263	$55,211	
14	Public Information Officer	Bi-Weekly	$1,516.79	$1,562.29	$1,609.16	$1,657.43	$1,707.16	$1,758.37	$1,820.14	$1,874.75	$1,930.99	$1,988.92	$2,048.59	$2,123.50	Exempt
		Hourly	$18.96	$19.53	$20.11	$20.72	$21.34	$21.98	$22.75	$23.43	$24.14	$24.86	$25.61	$26.54	
		Annual	$42,479	$43,753	$45,066	$46,418	$47,810	$49,245	$50,975	$52,504	$54,079	$55,701	$57,372	$59,470	
15		Bi-Weekly	$1,633.80	$1,682.82	$1,733.30	$1,785.30	$1,838.86	$1,894.02	$1,960.56	$2,019.38	$2,079.96	$2,142.36	$2,206.63	$2,287.32	
		Hourly	$20.42	$21.04	$21.67	$22.32	$22.99	$23.68	$24.51	$25.24	$26.00	$26.78	$27.58	$28.59	
		Annual	$45,756	$47,129	$48,543	$49,999	$51,499	$53,044	$54,907	$56,554	$58,251	$59,999	$61,799	$64,058	
16	Financial Analyst	Bi-Weekly	$1,759.85	$1,812.64	$1,867.02	$1,923.03	$1,980.72	$2,040.14	$2,111.81	$2,175.17	$2,240.42	$2,307.64	$2,376.87	$2,463.78	Non-Exempt
		Hourly	$22.00	$22.66	$23.34	$24.04	$24.76	$25.50	$26.40	$27.19	$28.01	$28.85	$29.71	$30.80	
		Annual	$50,143	$51,647	$53,197	$54,793	$56,437	$58,130	$60,172	$61,977	$63,836	$65,751	$67,724	$70,200	
17		Bi-Weekly	$1,928.58	$1,986.44	$2,046.03	$2,107.41	$2,170.64	$2,235.75	$2,314.30	$2,383.73	$2,455.24	$2,528.90	$2,604.76	$2,700.01	
		Hourly	$24.11	$24.83	$25.58	$26.34	$27.13	$27.95	$28.93	$29.80	$30.69	$31.61	$32.56	$33.75	
	Service Development Mgr	Annual	$54,955	$56,604	$58,302	$60,051	$61,853	$63,708	$65,946	$67,925	$69,963	$72,061	$74,223	$76,937	Exempt
18	Financial Manager	Bi-Weekly	$2,113.67	$2,177.08	$2,242.39	$2,309.66	$2,378.95	$2,450.32	$2,536.40	$2,612.49	$2,690.87	$2,771.59	$2,854.74	$2,959.13	Exempt
	Regional Operations Mgr	Hourly	$26.42	$27.21	$28.03	$28.87	$29.74	$30.63	$31.70	$32.66	$33.64	$34.64	$35.68	$36.99	Exempt
		Annual	$60,229	$62,036	$63,897	$65,814	$67,789	$69,822	$72,275	$74,443	$76,677	$78,977	$81,346	$84,321	
19		Bi-Weekly	$2,316.51	$2,386.01	$2,457.59	$2,531.32	$2,607.26	$2,685.47	$2,779.82	$2,863.21	$2,949.11	$3,037.58	$3,128.71	$3,243.12	
		Hourly	$28.96	$29.83	$30.72	$31.64	$32.59	$33.57	$34.75	$35.79	$36.86	$37.97	$39.11	$40.54	
		Annual	$66,009	$67,990	$70,029	$72,130	$74,294	$76,523	$79,211	$81,588	$84,035	$86,556	$89,153	$92,413	
20	Transit Projects Manager	Bi-Weekly	$2,538.83	$2,614.99	$2,693.44	$2,774.24	$2,857.47	$2,943.20	$3,046.59	$3,137.99	$3,232.13	$3,329.09	$3,428.97	$3,554.36	Exempt
		Hourly	$31.74	$32.69	$33.67	$34.68	$35.72	$36.79	$38.08	$39.22	$40.40	$41.61	$42.86	$44.43	
		Annual	$72,344	$74,515	$76,750	$79,053	$81,424	$83,867	$86,813	$89,418	$92,100	$94,863	$97,709	$101,282	
21		Bi-Weekly	$2,782.48	$2,865.95	$2,951.93	$3,040.49	$3,131.70	$3,225.65	$3,338.97	$3,439.14	$3,542.31	$3,648.58	$3,758.04	$3,895.47	
		Hourly	$34.78	$35.82	$36.90	$38.01	$39.15	$40.32	$41.74	$42.99	$44.28	$45.61	$46.98	$48.69	

Board Action and Executive Summary

Item # C Resolution # 2011 -10

For Meeting of October 14, 2011

TITLE: Approval of amended NCRTD Financial Policies

PURPOSE(S) OF ACTION: To seek Board consideration and approval of the amended NCRTD Financial Policies.

Name of Drafter: Anthony Mortillaro, Executive Director		Department: Executive		Phone: 505-438-3257	
Department	Signature	Phone	Department	Signature	Phone

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Background

On July 15, 2011 the Board adopted financial policies that amended those that had been adopted in October 2009. When the Board adopted the revised financial policies in July, 2011 the policy section related to Tribal Transit grants was still in review and discussion by the Tribal Subcommittee. The Tribal Subcommittee and the Finance Subcommittee have now completed their review of the proposed amendments and have recommended adoption by the Board. In addition at the July 15, 2011 meeting the NMDOT had recommended some revised language for Section 2 (A) which has now been incorporated in the document.

Attached for the Board's review is the revised District's Financial Policies. The document is being presented in legislative form so that the Board can easily discern the modified sections.

SUPPORT INFORMATION:

Proposed Modified Financial Policies (attached)

OPTIONS / ALTERNATIVES:

The Board may determine to take no action on this matter and retain the existing financial policies or selectively only adopt certain sections of the revised policies as presented.

~~NORTH CENTRAL REGIONAL TRANSIT DISTRICT~~

~~FINANCIAL POLICIES~~

NORTH CENTRAL REGIONAL TRANSIT DISTRICT	
SUBJECT: Financial Policies	NUMBER: Fin - 01
EFFECTIVE DATE: JULY 15, 2011	Policies Adopted by Board of Directors at July 15, 2011 Board Meeting
AMENDS/SUPERSEDES: NA	APPROVED: ANTHONY J. MORTILLARO, INTERIM EXECUTIVE DIRECTOR

Purpose

The Financial Policies described herein are designed to provide a comprehensive framework for the management of financial resources for the North Central Regional Transit District (NCRTD). They provide guidelines for decision making by the NCRTD Board and management on how financial resources shall be utilized to fulfill the mission of the transit system, meet obligations and protect the public interest.

Objectives:

- Cost effective allocation and use of NCRTD financial resources in achieving the Districts mission.
- Compliance with applicable Federal and State laws, regulations and guidelines governing transit funding.
- Use of sound business and accounting practices in managing NCRTD financial affairs.
- Consistent financial practices, operational efficiencies and best practices.

1. **Budgetary Policies**

The adopted budget represents the ongoing commitment of the management and staff to operate and maintain the NCRTD in a fiscally sound manner according to the guidelines, policies and direction set forth herein. The Budget spans a fiscal year (beginning July 1 and ending June 30) and contains operating and non-operating revenues and expenses, grants, capital expenditures and reserves for the District. The budget is an appropriation document that gives the District the authority to spend funds for operating expenses, other expenditures such as contracts and capital and reserves.

Each year, the District staff will develop a budget plan that will lead to the Board's review and adoption of the subsequent year's budget. The timing of this process will be consistent with the established strategy and priorities at the District and with statutory requirements.

The District will also prepare a ten-year Long Term Financial plan for the purpose of identifying future financial challenges. It will be updated annually concurrent with the development of the annual budget.

A budget calendar for the fiscal year is to be established to make clear deliverables and deadlines.

Each year the District will establish a budget by:

- Providing a comprehensive review of the Districts sources and uses of funds for operating and capital expenditures.
- Tailoring the budget process into an effective management tool for setting financial priorities and meeting strategic objectives.
- Ensuring that the budget manages financial resources in a manner that:
    - Is prudent and sustainable
    - Meets financial requirements of medium and long-term capital needs
- Producing budget information that is:
    - Clear, comprehensible and transparent to employees and constituencies
    - Accurate, timely, and easy to access
- Monitoring and analyzing revenues and expenditures throughout the fiscal year for compliance and accountability.
- A quarterly cash and investment report and monthly one-year cash flow forecast report will be prepared.
- Current appropriations for all funds are limited to the sum available, unrestricted cash balances and revenues estimated to be received in the current budget year.
- All District divisions will operate within the adopted budget. From time to time, the District will consider spending requests for new or expanded programs during the course of the fiscal year and, to the extent possible, such increases to current operations will be funded by reoccurring current revenues unless the request is for a one time activity that does not require an ongoing funding allocation. On

occasion, there may be a need for Board action to draw funds from the Districts un-appropriated balance in order to meet unforeseen financial requirements.

- Capital assets owned by the District shall be maintained on a regular schedule. The District will recognize the impact of wear and tear of existing capital assets in the operating budget. Maintenance costs will be indentified and incorporated into the annual operating budget as necessary. These costs include items such as renovations, maintenance and service contracts.
- District funds will be reconciled at the close of the fiscal year to determine the available cash balance at year end.
- Reports to the Board shall include Fiscal Impact discussions as to how they may affect the budget plus the estimated cost and benefit of the program or service in the current and future years.

Budgetary Control:

Budget control is maintained at the departmental/divisional level. The Executive Director has the authority to approve appropriation transfers between programs, divisions or departments. In no case may total expenditures adopted for the fiscal year exceed that which is appropriated by the District Board without budget amendment.

2. Operating Program:

The District utilizes a general operating fund, which will be used to account for all financial transactions required for the current operation of the public transportation system. The two primary components of this fund are:

A. Operating Income (Income Sources)

- Operating income includes revenues derived from the Regional Transit Gross Receipts Transit tax (RT GRT), operating and capital assistance (federal and state funds), passenger fares, contractual reimbursements or contributions, interest income, and other miscellaneous sources of revenue.
  - For all federal transit grants awarded from New Mexico Department of Transportation (NMDOT), adherence to financial rules, regulations, and reporting will be complied with by NCRTD as per the New Mexico State Management Plan for the Administration of Federal Transit Grants, the annual Federal Transit Administration (FTA) Certifications and Assurances, and any subgrantee federal funding contract/memorandum of agreement with NMDOT.
  -

- The District will continuously seek new revenues and will, to the extent consistent with its public transit objectives, pursue a diverse revenue base in an effort to

maintain a stable revenue stream. Seeking revenue diversity will help shelter the District from short-term fluctuations in any one revenue source.

- Revenues from the RT GRT are tracked in a line item dedicated to that purpose. According to the ballot initiative that created the RT GRT, the funds are to be used to expand regional public transit in the four-county area. The District interprets this to mean that RT GRT funds should be used to implement approved service plans per Board adopted resolutions. Approved service plans may include, but are not limited to, establishing entirely new regional routes; increasing the frequency of service on existing routes; purchasing more and larger vehicles so more riders may avail themselves of public transit; converting pilot projects to regular services; and coordinating with other service providers, such as Santa Fe Trails, the Taos Chili Line, Atomic City Transit, the Rail Runner, and Park & Ride to improve services and strive to provide a seamless transit experience to those in Districts service area.

  The following definition has been adopted by the Board and will be utilized to ascertain whether a proposed regional route is eligible to be funded by RT GRT:

  1. It connects to a service that leaves the district such as the Rail Runner or Park & Ride; or
  2. It crosses a jurisdictional line between Members;
  3. It connects two or more Members;
  4. It is solely within a single Member's local area but directly connects both in time and location with a service or route that makes possible travel outside the local area to another Member's area;
  5. It connects two distinct and separate communities within one Member's area such as Questa and Red River in Taos County or Los Alamos and White Rock in Los Alamos County;
  6. The Board of Directors will annually review all service plans within the region in order to determine regional routes by the qualification stated above. The board will have the ability to add or eliminate routes based on criteria for efficiency within the District.

Place Holder for when the Board adopts a methodology for the allocation of RT GRT

RT GRT revenue that is deemed to be reoccurring revenue and not allocated for regional routes is placed in the operating reserve balance and as such maybe be available for allocation in the following year for expanded service regional routes as recommended by the Executive Director and adopted by the Board on the bases of the methodology for the allocation of RT GRT as described above. Prior to commitment of any remaining RT GRT reserve operating balance in the ensuing fiscal year to expanded regional service routes, these routes must be included in the requesting entities annual service plan and adopted by the NCRTD Board as well. In no event will these funds be allocated for new

or expanded service regional routes if it will result in the diminishment of the reserve operating balance requirements as described within these policies or if it will impact the Districts ability to meet its capital equipment and infrastructure requirements.

The District is responsible for seeing that RT GRT funds are spent appropriately. For those entities operating their own transit services an invoice shall be submitted quarterly to the District requesting reimbursement of funds spent in accordance with RT GRT funded service plans and adopted methodology. Invoices shall contain sufficient line-item detail to support the appropriateness of the expenditure and concurrence with the intended use of the funds. Upon receipt and review of the invoice, the District will reimburse the entity, provided sufficient RT GRT funds have been received.

In reference to Tribal Transit Funds if awarded by the Federal Transit Administration (FTA) to a Tribal Entity, the Tribal Entity maintains the authority to 1) utilize all Tribal Transit Funds received for Tribal Transit / Transportation Initiatives; 2) allocate through an agreement a portion of Tribal Transit Funds to the NCRTD; 3) allocate through an agreement all Tribal Transit Funds received to the NCRTD.

1) Tribe utilizes all FTA Tribal Transit Funds for Tribal Transit / Transportation Initiatives.
   a. No Agreement with the NCRTD.

2) Tribe allocates through an agreement a portion of FTA Tribal Transit Funds to the NCRTD. The process for managing these funds includes the following steps:
   a. Tribe determines a need for additional services requiring a portion of Tribal Transit funds be allocated through an agreement to the NCRTD to provide contracted transit services.
   b. The NCRTD will assess the additional services requested by the Tribe and provide the Tribe with a Scope of Work, Budget & Budget Narrative.
   c. The Tribe will review and make any necessary changes to documents and return to NCRTD for review and re-submittal.
   d. Upon agreement of transit services to be contracted to the NCRTD, the Tribe and NCRTD will sign a Professional Services Contract detailing agreement between Tribe as the recipient of FTA Tribal Transit Funds and the NCRTD as the sub contractor to include: Scope of Work, Budget, and Budget Narrative.
   e. Contract, Scope of Work, Budget and other Program Information will be entered into the Federal Transit Authority's (FTA) TEAM web system by the Tribe or authorized NCRTD personnel if stated in agreement.
   f. Reports: Quarterly Financial, Monthly Progress, Monthly Ridership Reports are submitted to the FTA / FederalReporting.gov / TEAM web portal and will be completed by Tribe or authorized NCRTD personnel. Copies of all reports will be sent to Tribe for record keeping if the NCRTD personnel perform the reporting requirements.
   g. Any changes or modifications to the Scope of Work, Budget, and Budget Narrative must be approved and documented by the Tribe prior to NCRTD

changing services or requesting reimbursement or payment for services provided under agreement.

h. The NCRTD will advances funds to cover operating costs of contracted transit services.

i. NCRTD will submit a detailed "Invoice" of work, services performed and provided to the Tribe per Scope of Work and Agreement for approval and processing.

j. Tribe will approve "Invoice" of work and services performed and provided by the NCRTD and request a drawdown from the FTA.

k. Upon receipt of funds from the FTA, the Tribe within 7 days will process payment to the NCRTD.

l. The Tribe and the NCRTD will meet periodically to evaluate the effectiveness of the services being provided, available budget, and discuss any necessary changes.

3) Tribe allocates through an agreement all FTA Tribal Transit Funds received to the NCRTD for the provision of contract transit services. The process for managing these funds includes the following steps:

a. Tribe determines a need to allocate through an agreement all FTA Tribal Transit funds to the NCRTD for the provision of FTA funded contractual transit services to be continued.

b. The NCRTD and the Tribe will assess current FTA funded services being provided to the Tribe and provide the Tribe with a Scope of Work, Budget and Budget Narrative of the FTA funded current services and how these funds will be utilized to continue transit services.

c. The Tribe will review and make any necessary changes to documents and return them to the NCRTD for review and re-submittal.

d. Upon agreement of transit services to be contracted to the NCRTD, the Tribe and NCRTD will sign a Professional Services Contract detailing agreement between Tribe as the recipient of FTA Tribal Transit Funds and the NCRTD as the sub contractor to include: Scope of Work, Budget, and Budget Narrative.

e. Contract, Scope of Work, Budget and other Program Information will be entered into the Federal Transit Administration's (FTA) TEAM web system by the Tribe or authorized NCRTD personnel if stated in agreement.

f. Reports: Quarterly Financial, Monthly Progress, Monthly Ridership Reports are submitted to the FTA / FederalReporting.gov / TEAM web portal and will be completed by Tribe or authorized NCRTD personnel. Copies of all reports will be sent to Tribe for record keeping if the NCRTD personnel perform the reporting requirements.

g. Any changes or modifications to the Scope of Work, Budget, and Budget Narrative must be approved and documented by the Tribe prior to the NCRTD changing services or requesting reimbursement or payment for services provided under agreement.

h. The NCRTD will advances funds to cover operating costs of contracted transit services.

i. NCRTD will submit a detailed "Invoice" of work, services performed and provided to the Tribe per Scope of Work and Agreement for approval and processing.
j. Tribe will approve "Invoice" of work and services performed and provided by the NCRTD and request a drawdown from the FTA.
k. Upon receipt of funds from the FTA, the Tribe within 7 days will process payment to the NCRTD.
l. The Tribe and the NCRTD will meet periodically to evaluate the effectiveness of the services being provided, available budget, and discuss any necessary changes.

Application Process:

1) When requested by Tribe, the NCRTD will assist with the Grant Application to include a set percentage (5%) for Administrative costs. If the Grant is awarded the Tribal Transit Funds Policy will be utilized to manage these funds.

2) The NCRTD, if requested and there is a signed agreement by all the Tribe's, will submit a Joint Application on behalf of the Tribe's in agreement. Prior to submittal of Joint Application, the Tribes will review and approve the Application, Scope of Work, Budget, and Budget Narrative being submitted on their behalf. If the Grant is awarded the Tribal Transit Funds Policy will be utilized to manage these funds.

3) The Tribe's on their own behalf may apply for Tribal Transit Funds. If the Grant is awarded the Tribal Transit Funds Policy will be utilized to manage these funds.

~~• Tribal Transit Funds. When requested, the District provides administrative services to manage Federal Tribal Transit funds awarded to tribal entities within its service area. The District provides detailed budgets for these programs and as practical, handles all administrative responsibilities with respect to the (Federal Transit Administration) FTA. These budgets are not included in the District's consolidated budget since these funds are not awarded directly to the District but to the named Tribal Entities. The District's relationship with the Pueblos with respect to these funds is contractual, as a provider of services. The District assesses an administrative fee and includes this as a line item in the budget. These funds do not require a local match.~~

~~Tribal Transit funds are managed as follows:~~

~~1. The tribal governments fill out and sign the necessary paperwork (including a Designation of Signature Authority and other related paperwork) that grants District personnel access to their grant related records, including the Transportation Award Management System (TEAM) and ECHO.~~

2. Working with the tribal entities, District staff assist in developing a service plan and an operating budget, including an agreed upon percentage for Administrative costs.
3. District personnel enter the budgets and other project information into the FTA's TEAM system and work with FTA personnel to shepherd the application through the FTA approval process.
4. The District may advance funds to cover operating costs.
5. District personnel prepare monthly reports detailing expenditures for tribal routes.
6. Included in this report is a line item called an Administrative Fee which is intended to defray the District's costs of administrating these programs.
7. Using this information, either District staff enter the draw down request into the ECHO payment system and send a copy of the report and the ECHO request to the relevant tribal entity, or Tribal personnel may perform this function, depending on FTA requirements and the wishes of Tribal authorities.
8. When the ECHO deposit is made in the tribal entity's bank account (usually two or three days after the request is submitted) the tribal entity issues a check to reimburse the NCRTD for the funds it has advanced to pay for the month's services.
9. NCRTD and tribal staff meet periodically to evaluate the effectiveness of the services being provided and the status of their budgets, making changes to each as necessary.

B. Operating Expenses

Operating expenses are defined as the day-to-day costs incurred for public transit delivery, administrative overhead, and other common and normal expenses.

C. Operating Balance (difference between operating income and operating expenses)

The operating balance is utilized to fund the capital program and reserve requirements.

D. Administrative Overhead Costs

Direct and Indirect costs that are incurred for common or joint purposes in support of transit service or capital programs. Costs are allocated to programs based on allocation methods which comply with Federal and State guidelines.

3. Reserve Policy

This Financial Reserve Policy contains polices that govern the management of the District's financial reserves in order to:

- Maintain access to capital markets and other sources of capital funding at the most efficient cost of funds for the District;

- Manage financial risks prudently by maintaining required and additional financial reserves to meet the Districts financial needs;
- Meet New Mexico State Department of Finance and Administration (DFA) requirements for minimum reserve balance requirements and any Board requirements;
- Meet or exceed all debt coverage requirements, if any; and
- Establish prudent levels of liquidity.

The District will maintain at all times one month of operating revenue as a cash reserve to meet its DFA requirements.

The District will seek to maintain at all times an amount equaling 25% of its operating revenue as a cash reserve which is inclusive of the DFA requirement.

4. Capital Program

The NCRTD Capital Investment Plan (CIP) shall describe capital expenditures to be incurred to meet capital needs arising from long-term plans, asset maintenance or other capital needs. It sets forth each project in which the NCRTD will be involved and specifies the resources estimated to be available or required to finance the projected expenditures. The Executive Director shall submit to the NCRTD Board a proposed Capital Investment Plan prior to or in conjunction with the annual proposed budget. The Board shall approve the CIP no later than June 1 of each year. In the event that this date falls on a weekend, the preceding Friday shall prevail.

A. The Executive Director reviews all District capital projects to be recommended for inclusion in the CIP subject to the oversight and approval of the Board. In this capacity the Executive Director or a designee will:

   a. Affirm the linkage between proposed Capital Projects and the Districts strategic goals and objectives;
   b. Asses the linkage between the capital and operating budgets to ensure appropriate allocation of resources;
   c. Reaffirm the validity of a proposed CIP for annual approval by the District Board;
   d. Provide discipline and enforcement to the approved CIP;
   e. Monitor the progress of Capital Projects. Major changes in project scope or direction shall be presented to the Board for approval;
   f. Review the qualitative and quantitative (including financial analysis) evaluation of Capital Projects to determine the priority of projects;
   g. Review, assess and approve or deny the placement of proposed Capital Projects on the CIP;

h. Review CIP policies and procedures periodically and implementing changes as necessary;
i. Provide a mechanism for financial and resource planning for the District;
j. Authorize total project cost and fiscal year cost allocation changes.

B. The CIP is a planning document only. Any appropriations for specific project must be approved by the Board during the annual budget process.

C. The Districts CIP either creates a new asset or significantly extends the life of an existing asset.

D. Large Capital equipment purchases may be included in the CIP.

E. The Districts Capital Program will be used to account for the planning/design, acquisition, construction and reconstruction/rehabilitation of major capital facilities and equipment. It may include Federal and State grants as well as local funds to be used for capital acquisition and construction with and without benefit of grant funding including transfers from the Annual Operating Reserve Balance, project-related reimbursements, debt financing or other sources of capital funding.

F. Capital Expenditures are defined as expenditures incurred to meet capital needs arising from the District CIP, asset capital maintenance or other capital needs.

G. Capital Expenditure

a) Items/acquisitions that have a useful life in excess of one year and an acquisition cost of greater than or equal to $5,000.

b) Direct and eligible indirect costs, which are related and add value to a capital project, shall also be defined as capital expenditures.

H. Capital Performance Policy Objectives

a. The NCRTD will seek to obtain maximum Federal and State financing by pursing all appropriate funding available for public transportation systems.

b. A portion of the annual CIP will be allocated to the proper maintenance of the Districts capital assets including regular replacement of the fleet and equipment and the rehabilitation or replacement of facilities.

I. Capital Investment Plan Funding

Funding of the CIP will endeavor to fund capital needs from a combination of sources including:

- Pay-as-you–Go (cash funded, PAYGO)
- Grants from Federal/State/Other Sources
- Debt Financing and special loans

The CIP funding strategy will emphasize the use of PAYGO as a means to meet transit funding requirements with debt used as a secondary source. The level of PAYGO funding will be dependent on a number of factors including availability of funds from the RT GRT and other sources, the appropriate levels of retained fund balances, economic and other factors.

5. Debt Policy

The purpose of the Debt Policy is to establish guidelines for the issuance and management of the Districts debt. The District has the ability to issue debt under its statutory authority. This Debt Policy confirms the commitment of the Board, management, staff, advisors and other decision makers to adhere to sound financial management practices, including full and timely repayment of all borrowings, and achieving an appropriate level of capital within prudent risk parameters. The following objectives of the Debt Policy include the following:

- Obtain and maintain a high credit rating;
- Provide for an efficient overall cost of borrowing for the District;
- Provide specific guidelines with respect to the overall management of debt if incurred;
- Set forth a process for selecting various consultants who will assist the District in the issuance and management of the Districts debt;
- Support for the District's strategic plan objectives;

This Debt Policy shall govern the issuance and management of all debt and lease financings (excludes small item leasing such as copiers, etc...) funded from the capital markets, and shall include all obligations including investment of bond proceeds.

While adherence to this Debt Policy is required in applicable circumstances, the District recognized that changes in capital markets and unforeseen circumstances may produce situations that are not covered by the Debt Policy or require modifications or exceptions to achieve Debt Policy goals. In these cases, specific authorization from the Board is necessary to provide management appropriate flexibility. However, long term debt will be used on an as needed basis to fund the Districts capital investment needs.

The Debt Policy requires that each debt be specifically authorized by the District Board.

Debt Financing:

i. Principal maturity for debt will be linked to asset life and will not exceed thirty (30) years.
ii. Variable rate or other short term maturing debt maybe issued for capital purposes in anticipation of receipt of approved Federal and/or State grants, with the goal of repaying a portion or all of the debt issued upon receipt of funds.
iii. Issuance of debt must be linked to:
    1. Adequate encumbrance capacity to let contracts for the entire capital program in the most effective sequence.
    2. Cash flow requirements.
    3. Fund balance to guard against anticipated/unanticipated risks
iv. RT GRT will be used for the payment of annual debt service costs.
v. Debt will not be used for annual operating costs.

Lease Financing:

Lease obligations are a routine and appropriate means of financing capital equipment. These types of obligations maybe considered for equipment and assets that are not financed as a cost item under normal operating expenditures. The useful life of the equipment, the terms and conditions of the lease, and the direct impact on debt capacity and budget flexibility will be evaluated prior to the implementation of a lease program. Efforts will be made to fund capital equipment with a pay-as-you-go financing where feasible. Cash flow sufficiency, capital program requirements, lease program structures and cast and market factors will be considered in conjunction with a pay-as-you-go strategy in lieu of financing. Short-term equipment leases that do not access the capital markets are not covered by this policy.

Debt Service Coverage Ratios:

Debt Service coverage ratios establish a guideline for levels of annual operating costs relative to current and future debt service costs. This performance objective for Net debt service coverage is that the Operating Balance shall be greater than 1.25 times the annual debt service cost; however, the actual terms and conditions specific to each bond issue are controlled by the bond documents.

The net debt service coverage ratio is calculated as follows:

i. Operating income less operating expense equals the operating balance
ii. Operating balance divided by the annual debt service costs equals net debt service coverage ratio

The performance objective for Gross debt service coverage ratio (i.e. annual regional transit gross receipts tax/annual cumulative debt service cost) shall be maintained at a minimum of 3.0 times.

The maintenance of a debt service coverage ratio together with other performance measures provides multiple measures for the financial soundness of the NCRTD.

Refunding Bonds:

A present value analysis must be prepared that identifies the economic effects of any refunding to be proposed to the Board. It is acknowledged that some refunding may be executed for other than economic purposes, such as to restructure debt, change the type of debt instruments being used, or to retire a bond issue and indenture in order to achieve more desirable covenants. Approval by the Board is required for any refunding.

Method of Bond Sale:

The District will generally utilize a competitive sale process when complex bond structuring and marketing requirements are not an issue and the perceived pricing differential between competitive and negotiated sale is negligible. There are three potential methods of sale: competitive, negotiated, and private placement. Each type of bond sale has the potential to provide the lowest cost given the right conditions. The conditions under which each type of bond sale is best used are provided below. All or some of the conditions discussed will affect the method of sale.

A. Competitive Sale

1. Bond prices are stable and/or demand is strong.
2. Issuer has a strong credit rating.
3. Issuer is well known to investors.
4. There are no complex explanations required during marketing, regarding: issuer's projects, media coverage, political structure, political support, funding, or credit quality.
5. The bond type and structural features are conventional.
6. Bond insurance is included or pre-qualified (available).
7. Manageable transaction size.
8. Market timing and interest rate sensitivity are not critical to the pricing.

B. Negotiated Sale

1. Bond prices are volatile and/or demand is weak or supply of competing bonds is high.

2. Market timing is important, such as for refunding.
3. Coordination of multiple components of the financing is required.
4. Issuer has lower or weakening credit rating.
5. Issuer is not well known to investors.
6. Sale and marketing of the bonds will require complex explanations about the issuer's projects, media coverage, political structure, political support, funding, or credit quality.
7. The bond type and/or structural features are non-standard, such as for a forward bond sale, issuance of variable rate bonds or where there is use of derivative products.
8. Bond insurance is not available or not offered.
9. Early structuring and market participation by underwriters desired.
10. Pre-qualified underwriter's pool.
11. Large transaction size.
12. Expected high retail demand.

C. Private Placement

A Private Placement is a sale that is structured specifically for one purchaser such as a bank. The District reserves the right to privately place its securities if the need arises. Furthermore, any member of the active underwriting pool who presents the District with a cost savings financing plan, will be awarded to manage the financing/restructuring transaction.

Bond Consultants:

The District will select its financial advisors and its bond counsel by competitive process through a Request for Proposals (RFP). The District's contracting policies, which are in effect at the time, will apply to all contracts with finance professionals. Selection may be based on a best value approach for professional services or the lowest responsive cost effective bid based upon pre-determined criteria.

All financial advisors, bond counsel and underwriters will be selected through a Request for Proposals (RFP) or Request for Qualifications (RFQ) process, whichever is most appropriate given the circumstances. In isolated instances, such contracts may be awarded on a sole source basis if it is clear that a RFP/RFQ process would not be feasible or in the District's interests.

Financial Advisors:

The District may retain one or more financial advisory firms to provide general advice on the District's debt management program, financial condition, budget options, arbitrage rebate review, and rating agency relations. Additionally, a

financial advisor may assist with the structuring of the District's Revenue Bond issuances and may be used on an as-needed basis to provide financial advisory services that do not fall into the other categories of District debt obligations.

Financing Teams:

Financial advisors, bond counsel, and underwriters, where applicable, will be selected through a competitive process. Depending on particular expertise and consultant availability, some firms may be used on more than one program. However, efforts will be made to establish different teams to provide a number of firms the opportunity to participate in District contracts.

Bond Counsel:

The District debt will include a written opinion by legal counsel affirming that the District is authorized to issue the proposed debt, that the District has met all constitutional and statutory requirements necessary for issuance, and a determination of the proposed debt's federal and state income tax status. An appropriately experienced bond counsel firm (or firms) will prepare this approving opinion and other documents relating to the issuance of debt with extensive experience in public finance.

Disclosure Counsel:

The District will hire Disclosure Counsel(s) to prepare official statements in the event of any debt restructuring/refinancing or new bond issue. Disclosure Counsel(s) will be responsible for ensuring that the official statement complies with all applicable rules, regulations and guidelines. Disclosure Counsel(s) will be a well recognized firm(s) with extensive experience in public finance.

Disclosure by Financing Team Members:

The District expects that all of its financial advisory team will at all times provide the District with objective advice and analysis, maintain the confidentiality of the financial plans if required, and be free from any conflicts of interest. All financing team members will be required to provide full and complete disclosure, under penalty of perjury, relative to any and all agreements with other financing team members and outside parties that could compromise any firm's ability to provide independent advice that is solely in the best interests of the District or that could be perceived as a conflict of interest. The extent of disclosure may vary depending on the nature of the transaction.

Note: The aforementioned financial performance measures are established as policy objectives for the District management to strive to achieve in managing the

affairs of the District and may be temporarily suspended, modified or amended upon management review and Board approval.

6. Investment Policy

It is the policy of the NCRTD to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all state statutes governing the investment of public funds.

Delegation of Authority

Responsibility for the management of the District's investment portfolio is delegated to the Districts Finance Manager by the Executive Director. The District's Finance Manager will establish and maintain written procedures for the operation of the cash management and investment program consistent with this policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Manager.

Prudent Person Rule

Investments on behalf of the District will be made in accordance with the "prudent person" rule; i.e. investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Scope of Policy

Unless otherwise noted, this investment policy will apply in its entirety to all monies of the District over which it has direct control as well as those funds that the District is responsible for as custodian and/or trustee.

Investment Objectives

The District seeks to balance three primary objectives for its cash portfolio:

- Maintaining sufficient liquidity to meet financial obligations;
- Earning a market rate of return (subject to permitted investment constraints); and
- Diversifying investments among asset classes to ensure safety of principal.

The liquidity goal is achieved by matching investment maturities with the expected timing of obligations. Attainment of a market return is measured by benchmarking the portfolio against a relevant market index. Diversification (safety) is accomplished through implementation of a strategic asset allocation, derived from modern portfolio theory concepts.

Performance Standards

The Districts' objective is to obtain a market average rate of return throughout budgetary and economic cycles that corresponds with invest risk constraints and cash flow needs.

The Districts investment strategy is passive. Given this strategy, the Finance Manager shall determine whether market yields are being achieved by comparing the average District portfolio yield to the 90 day U.S. Treasury Bill or the treasury security that most closely matches the duration of the portfolio.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and officials who are involved in investing public funds or have the authority to decide how public funds are invested shall disclose to the District Board any material financial interests in financial institutions that conduct business within the Districts jurisdiction, and they shall further disclose the conduct of personal business with, receipt of pecuniary benefit from, or financial interest they have in any entities in which investments are being made.

1. Permitted Investments (any investment not mentioned herein is prohibited)

    i. Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by , the United States of America or certificates or receipts established by the United States government or its agencies or instrumentalities representing direct ownership of future interest or principal payments on direction obligations of, or obligations fully guaranteed by, the United States of America or any of its agencies or instrumentalities, the obligations of which are backed by the full faith and credit of the United States.
    ii. Accounts, certificates of deposit and time deposits with banks and savings banks located in the District's service area provided that the collateral securing the investment permitted by this paragraph, are secured by the FDIC.
    iii. Bonds or securities of the State of New Mexico or of any agency or political subdivision or school district thereof which has a taxable valuation of real property for the last year of at least one million dollars and has not defaulted

in the payment of interest or sinking fund obligation or failed to pay any bonds at maturity at any time within five years preceding the date of investment.

iv. The "short-term investment fund" described in Section 6-10-10.1 N.M.S. A. 1978 or other similar pooled funds maintained by the State of New Mexico for the investment of public funds of the local public bodies of the state.

v. Shares of pooled investment funds managed by the state investment officer, as provided in Subsection (G) of Section 6-7-8 NMSA 1978.

vi. Any other investment permitted at the time of the investment by a statue of the State of New Mexico for public entities.

2. Funds available for investment for more than one year, including monies appropriated to permanent and irrevocable trust funds may be invested as provided in Section 6-10-10.G NMSA 1978. The Investment Officer shall conduct a thorough investigation prior to investing in any pool or fund and on a continuing basis once an investment is made. Information gathered will include a written statement of policy and objectives, eligible securities, interest calculation and distribution, securities settlement and safekeeping, handling gains/losses, audit opinions, and fee schedules and statements.

3. Collateralization

New Mexico state law require that all certificates of deposit, money market, checking accounts, and any other investments not backed by the full faith and credit of the United States Government, other than investments in the New Mexico State Investment Council long-term investment funds, be secured by pledged collateral of at least 50 percent of the current market value. This collateral will be pledged in the name of the District and held by a third party institution, Federal Reserve Bank, or by a trust institution within the same bank as approved by the Financial Manager. The institution will issue safekeeping receipts to the District for securities held by a third party. The District will require that at all times; pledged collateral will be equal to, or greater than, 50 percent of the current market value of the Districts' applicable investments.

4. Selection of appropriate Investments

i. Individual investments are selected to meet anticipated cash flow requirements and provide adequate liquidity. Within this cash flow perspective, the investment manager will select those securities that will best meet the District's overall portfolio strategy.

ii. Criteria for selecting investments and the order of priority are:

1. Safety. The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts.

The objective is to select only those investments that seek to ensure the preservation of capital in the overall portfolio and to mitigate credit risk and market risk.

2. Liquidity. This refers to the ability to "cash in" at any moment in time with a minimal chance of losing principal or interest. Liquidity is an important investment quality, especially when the need for unexpected funds occurs. The objective is to remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated within one hundred and eighty (180) days.

3. Yield. Yield is the potential dollar earnings an investment can provide, also referred to as the rate of return. The objective is to attain a rate of return that equals or exceeds the yield for the three month treasury bill.

5. Diversification

The District will diversify its use of investment instruments to eliminate nonsystematic risk. Strategic and tactical asset allocations shall be determined and revised periodically. In establishing asset allocations strategies, the following general policies and constraints shall apply: Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity range. With the exception of U. S. Treasury securities and authorized pools, no more than 50% of the total investment portfolio will be invested in a single sector or with a single financial institution or in a single maturity range. Maturities selected shall provide for stability of income and reasonable liquidity.

1. Liquidity shall be assured through practices ensuring that the next disbursement date and payroll date are covered through maturing investments.
2. Interest rate risk shall be controlled through duration management such that overall portfolio duration is set to a target based on existing market interest rates and rate expectations.

Selection of Brokers/Dealers

The Financial Manager shall develop and maintain a list of banks and securities dealers approved for securities transactions initiated by the district, and it shall be the policy of the District to purchase securities only from those authorized firms. To be eligible, a firm must meet at least one of the following criteria:

1. Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a Primary Dealer within its holding company structure,
2. Report voluntarily to the Federal Reserve Bank of New York,
3. Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The Finance Manager will select broker/dealers on the basis of their expertise in public investing and their ability to provide service to the Districts account. Each authorized broker/dealer shall be required to submit and annually update a District approved Broker/Dealer Information Request form that includes the firm's most recent financial statements.

Approved broker/dealers shall attest in writing that they have received and read this Policy.

Safekeeping and Transaction Settlement

The Financial Manager shall approve one or more financial institutions to provide securities safekeeping services for the District. All investment securities purchased by the District will be held in third-party safekeeping by the District's safekeeping agent. The District's safekeeping agent will be required to furnish the District a list of holdings on at least a monthly basis. The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the District. Sufficient evidence to title shall be consistent with modern investment, banking, and commercial practices.

Competitive Transactions

Securities purchases and sales will be executed after obtaining at least two competitive bids or offerings whenever feasible. If the District is offered a security for which competitive offerings cannot be obtained, quotations for comparable securities will be documented

7. Risk Management Policy

The District is to be protected to a prudent extent against liability or loss, which could significantly affect personnel, property, finances or the ability of the District to continue to fulfill its responsibilities as a regional transit entity. This is to be accomplished through the continuous identification, analysis, and control of risk exposures, the determination of the best methods of preventing or limiting losses and the section of the most economical method of insurance or other means.

Policy

I. After identification of loss potential and development of loss prevention programs, the mitigation of the financial impact of loss, as it may occur, shall be based on the most economical method of providing funds to meet the obligations of the District and to restore its facilities and/or equipment.

II. Risk management techniques shall include:

a. Assumption of loss

b. Use of available government programs

c. Purchase of insurance

d. Any other program that will provide the District with the most economical method of financing losses

III. The purchase of insurance shall be considered when:

a. The estimate of the cost of potential loss exceeds an amount considered as an allowable retention of risk and there are no other techniques available at a lesser cost

b. Services of loss adjustment and loss prevention are best secured through an insured program

c. Legal or contractual obligations require insurance

8. Periodic Review and Amendment

The Financial Policies delineated herein shall be subject to review and revision by the District at least every three (3) years. This does not preclude the District from revising specific policies included herein nor from adding policies should the District determine that the best interest of the public and/or NCRTD would be served by making such a revision.

Amendments or revision to these financial policies may be initiated or proposed by any member of the District Board or by the Executive Director of the NCRTD.
Proposed amendments or revisions to these Financial Policies shall be first presented to and reviewed by the Board's Finance and Consolidation Subcommittee. The Subcommittee shall make a recommendation on any proposed amendment or revision to the District Board.

The District Board must approve any amendment or revision by majority vote before said amendment or revision shall become official policy of the NCRTD.

9. Management Reporting Requirements

The Executive Director will provide the District Board with an annual report on the Districts actual versus budget performance at the end of the fiscal year once the books have closed.

North Central Regional Transit District (NCRTD)
Resolution 2011–10

A RESOLUTION ADOPTING AMENDED FINANCIAL POLICIES

WHEREAS, the Board of Directors is the governing body in and for the NCRTD and finds it in the best interest of the constituents of the NCRTD to establish polices to ensure the financial stability of the District; and

WHEREAS, the current NCRTD Financial Policies were adopted on October 9, 2009 and amended on July 15, 2011; and

WHEREAS, the Finance Subcommittee has reviewed these policies and presented them to the Board for their consideration; and

WHEREAS, the Board, after thorough consideration and upon recommendation of the Finance Subcommittee, the Tribal Subcommittee and the NCRTD Staff, find that it is prudent to amend the adopted Financial Policies.

NOW THEREFORE BE IT RESOLVED BY THE NCRTD BOARD THAT THE ATTACHED FINANCIAL POLICIES SHALL BE AND ARE HEREBY ADOPTED, AMENDING THE CURRENT NCRTD FINANCIAL POLICIES, APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER 2011.

_____
Rosemary Romero, Chair

Approved as to form:

_____
Peter Dwyer, Counsel

Board Action and Executive Summary

Item # D

For Meeting of October 14, 2011

TITLE: **Authorization for Executive Director to Purchase and Expend funds from State of Good Repair Grant**

PURPOSE(S) OF ACTION: **To authorize Executive Director to expend the State of Good Repair Grant as budgeted in FY12 for Buses.**

Name of Drafter:		**Department:**		**Phone:**	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Staff Sponsor			Budget		
Legal			Executive Director		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In FY11 the District was awarded a State of Good Repair Grant from NMDOT in the amount of $790,062. This is an 80/20 grant provided on a reimbursable basis.

Due to the timing of the grant the District was not able to budget this in FY11. In FY12 the District presented its budget and this $790,062 was incorporated therein as an expenditure in FY12.

According to the NCRTD Board of Directors Bylaws any expenses over $100,000 must be approved by the Board of Directors. Staff is requesting that the Board authorize the Executive Director to expend these funds as budgeted and for the acquisition of buses as provided for in the grant award.

Most of the buses will be in the $68,000 to $75,000 dollar range each, but could total more than the $100,000 when ordered at various times depending on the number purchased or invoiced at that time. The procurement of these buses is through the State's "State Wide Price Agreements for Roberts Truck Center" and only covers certain types of buses. We also utilize a GSA contract with National Bus Sales for the other types of buses purchased.

Following are the Purchase Orders and as such you can ascertain why the request for the Board.

1. PO 5732 to National Bus Sales for – 2 (28 passenger) buses at $107,767 each
2. PO 5733 to National Bus Sales for – 5 (13 passenger) buses at $68,848 each
3. PO 5734 to National Bus Sales for – 1 (18 passenger) bus at $77,987 each
4. PO 5731 to Roberts Truck Center for – Ford E350 Braun/Para transit at $132,408 each.

The District is then billed by the vendor by individual bus as the invoice has the VIN number whether they are shipped individually or collectively.

SUPPORT INFORMATION:

NA

OPTIONS / ALTERNATIVES:

1. Authorize the purchase and expenditure as requested.
2. Require staff to bring back each purchase in excess of $100,000 for individual authorization. Such an action due to the timing of Board meetings may result in the District not meeting its requirement for the timely expenditure of these funds.

Board Action and Executive Summary

Item # E Resolution # 2011-11

For Meeting of October 14, 2011

TITLE: NCRTD Vehicle Disposal

PURPOSE(S) OF ACTION: To approve the disposal of NCRTD Surplus Vans/Buses in a Web-Based Public Surplus Auction.

Name of Drafter: Gus Martinez, Fleet Manager		**Department: Operations**		**Phone: 505-999-0316**	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Staff Sponsor			Budget		
Legal			Executive Director		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The North Central Regional Transit District's (NCRTD) Fleet Manager recently completed a Fleet Replacement Analysis of the NCRTD Fleet utilizing the NMDOT's Transit Bus/Van Replacement Criteria. It was determined that eleven (11) units meet the criteria and are recommended for disposal upon approval. The units have had 75% or more historical repair costs of their respective purchase price. These units were used to provide transportation services in the following routes: Velarde, West Side, Eldorado, Questa, Espanola to Santa Fe, San Ildefonso, Chama and Demand Response. Staff is proposing to utilize a WEB based Public Surplus Auction approved by State Purchasing similar to EBAY. Currently, there are several other NM Public Entities (Los Alamos County, Bernalillo County, others) utilizing this disposal method and are experiencing a significant increase in revenues using a WEB based Surplus Auction as opposed to the Public Auction. This process will also save the NCRTD from having to pay

commission fees and the buyer is responsible for picking up the vehicle at its current location. Commissions are based on the selling price and then added to the selling price. The buyer pays for all commission fees. These Vans/Buses can not be donated to other public entities based on N.M. State Statute, Anti-Donation Clause.

Recommendation:

Staff recommends approval of the listed fleet for disposal and utilization of the WEB based Public Surplus Auction.

SUPPORT INFORMATION:

1. NCRTD Fleet Inventory List

OPTIONS / ALTERNATIVES:

1. Approve the staff recommendation.
2. Return to a non-WEB based auction disposal method.

North Central Regional Transit District (NCRTD)
Resolution 2011–11

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE THE SALE AND DISPOSAL OF SURPLUS NCRTD VEHICLES BY ELECTRONIC AUCTION

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004; and

WHEREAS, the NCRTD is entering its 5th year of providing public transit services in North Central New Mexico and there are vehicles in its fleet that are beyond their useful life and in need of disposal; and

WHEREAS, the staff of the NCRTD is requesting Board approval to dispose of 12 vehicles.

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board of Directors that the NCRTD Executive Director is authorized to dispose of surplus vehicles in accordance with the rules and regulations stipulated by the Federal Transit Administration and the New Mexico Department of Transportation and applicable rules and regulations governing assets and disposal of said assets. The description of the vehicles to be disposed of by electronic auction is shown in Exhibit A to this resolution, incorporated herein by this reference.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14TH DAY OF OCTOBER 2011.

_____
Rosemary Romero, Chair

Approved as to form:

_____
Peter Dwyer, Counsel

ATTACHMENT A

RTD

2011 DISPOSAL PRIORITY LIST

QTY.	UNIT #	PLATE #	VIN NUMBER	MAKE	MODEL	PASS #	CONFIG	YEAR	MILEAGE	JUSTIF CODE
1	T-506	G-42696	2B6LB31Z8XK577166	DODGE/BRAUN	B-350	10	EXTD VAN	1999	214,947	A, B, C
2	T-509	G-78681	2B4JB25Y51K533242	DODGE/BRAUN	B-250	8	VAN	2001	213,742	A, B, C
3	T-511	G-64858	2B5WB35Z61K555167	DODGE/BRAUN	B-350	10	VAN	2001	228,756	A, B, C
4	T-521	G-71610	1FDWE35L97DB26498	FORD/GOSHEN	E-350	12	CUTAWAY	2007	142,143	A, B, C
5	T-524	G-75417	1GBDV13W17D190620	CHEVY/BRAUN	UPLANDER	6	MINI VAN	2007	152,879	A, B, C
6	T-513	G-82702	1FDWE35L16DA40455	FORD/STARTRANS	E-350	12	CUTAWAY	2006	108,933	A, B, C
7	T-514	G-82703	1FDWE35LX6DA40454	FORD/STARTRANS	E-350	12	CUTAWAY	2006	108,835	A, B, C
8	T-515	G-82701	1FDWE35L36DA40456	FORD/STARTRANS	E-350	12	CUTAWAY	2006	121,906	A, B, C
9	T-517	G-75416	1FTSS34L17DB41364	FORD/BRAUN	E350	8	EXTD VAN	2007	134,351	A, B, C
10	T-522	G-82884	1FDWE35L37DB26495	FORD/GOSHEN	E-350	12	CUTAWAY	2007	100,857	A, B, C
11	T-523	G-82883	1FDWE35L07DB32495	FORD/GOSHEN	E-350	12	CUTAWAY	2007	101,567	A, B, C
12	T-516	G-75415	1FDWE35L27DB21675	FORD/STARTRANS	E-350	12	CUTAWAY	2007	95,245	A, C

JUSTIFICATION CODES

A=MEETS OR EXCEEDS NMDOT REPLACEMENT AGE CRITERIA
B=MEETS OR EXCEEDS NMDOT REPLACEMENT MILEAGE CRITERIA
C=EXCESSIVE REPAIR COSTS EXCEEDING 75% OF PURCHASE PRICE TO DATE AND/OR IN NEED OF MAJOR REPAIRS

NMDOT REPLACEMENT CRITERIA

VANS/CUTAWAYS 4 YEARS OR 100,000 MILES
SMALL BUSES (18-24) PASSENGERS 5-7 YEARS OR 150,000 MILES
LARGE BUSES (40+) PASSENGERS 9 YEARS OR 200,000 MILES

Board Action and Executive Summary

Item # F Resolution# 2011-12

For Meeting of October 14, 2011

TITLE: Approval of Resolution 2011-12, Repealing Resolution 2008-08 and Approving a Revised NCRTD Drug and Alcohol Policy

PURPOSE(S) OF ACTION: NCRTD staff is seeking Board consideration and approval for an updated Drug and Alcohol Policy in order to reflect current practice, to modify language for accuracy and clarity, and to include changes to guidelines. This updated policy is required by the Department of Transportation (DOT).

Name of Drafter: Michelle Jacquez, Operations Analyst		**Department: Operations**		**Phone: 505-747-3631**	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Staff Sponsor			Budget		
Legal			Executive Director		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Federal Transit Administration (FTA) published on changes to 49CFR, Part 40 & 655 which governs the NCRTD Drug & Alcohol Testing Procedures. As a result, the NCRTD must now amend its policy and procedures to reflect those changes and to remain in compliance with our state/federal contracts.

Briefly, some of the changes are:

- Provisions for the testing of the drug Ecstasy in addition to marijuana, cocaine, amphetamines, opiates, and phencyclidines (PCP)
- New lowered detection levels

Additional changes to the policy are highlighted.

Recommendation:

It is recommended that the revised Drug and Alcohol Policy be adopted as presented in order to maintain NCRTD compliance with DOT/FTA regulations.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount

1. NCRTD Revised Drug & Alcohol Policy (Attached)

OPTIONS / ALTERNATIVES:

- Adopt the policy as presented.
- Do not adopt the policy as presented.
- Adopt the policy with Board's amendments.

North Central Regional Transit District

FTA Drug and Alcohol Testing Policy
(Zero Tolerance)

(Revision Date: July 13, 2011)

I. Introduction

The North Central Regional Transit District is dedicated to providing friendly, safe, dependable and economical transportation services to our transit system passengers. The North Central Regional Transit District is concerned about the effects of the use of illegal drugs, controlled substances and abuse of alcohol upon the health and safety of its employees and passengers. To address these concerns, it is our policy (1) to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) to create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform assigned duties.

II. Purpose

The purpose of this policy is to assure worker's fitness for duty and to protect employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT) has enacted 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result or a refusal to test. The U.S. DOT has enacted CFR 49 Part 40, as amended, that sets standards for the collection, testing and reporting of urine and breath specimens. Part 40 also mandates specific protocols used by the Medical Review Officer (MRO), Substance Abuse Professional (SAP), Collector, Breath Alcohol Technician (BAT) and Third Party Administrator/Consortium (TPA). The sections of this policy that reflect Parts 655 and 40 will be indicated by the use of **Bold Typeface**. In addition, the Federal Government has enacted 49 CFR part 29, "The Drug-Free Workplace Act" policies and the reporting of certain drug-related offenses to the FTA. These sections will appear in the policy in Italic Typeface. This policy also incorporates company (agency) requirements under the authority of the North Central Regional Transit District's policy on the use of alcohol and drugs in the workplace. Anything appearing in the policy in regular typeface will be under the company's own authority. **This policy will be kept current with all the latest federal regulations and interpretations as mandated.**

Comment [M1]: NCRTD's

III. Applicability

This Policy applies to all NCRTD employees; paid part-time employees; Contract employees and contractors when performing any NCRTD safety-sensitive duties or when they are on NCRTD property. This policy applies to off-site lunch periods or breaks when an employee is

Comment [M2]: NORTH CENTRAL REGIONAL TRANSIT DISTRICT

scheduled to return to work. Visitors, vendors, and contract employees are governed by this policy while on transit premises and will not be permitted to conduct transit business if found to be in violation of this policy.

A safety-sensitive function is defined as any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), controlling the dispatch or movement and maintenance of revenue vehicle or equipment used in revenue service (maintenance functions include the repair, overhaul and rebuild of engines, vehicles and/or equipment used in revenue service), security personnel who carry firearms, and any other employee or volunteer who perform duties requiring a CDL and/or performs a safety sensitive function and receives remuneration in excess of their actual expenses. Supervisors performing any of the above described functions are considered to be safety-sensitive employees.

Participation in the Substance Abuse Program as stated in this policy is a condition of employment. The **North Central Regional Transit District** has a "Zero Tolerance Policy" which means that any safety sensitive employee who violates this policy by having a confirmed positive drug or alcohol test result or refuses to be tested when required, will be terminated.

All positions were reviewed for safety-sensitive duties to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety sensitive duties. A full listing of such employee positions is located on Attachment B of this policy.

The FTA anti-drug rule preempts any state or local law, rule, regulation, or order to the extent that: (a) compliance with both the state or local requirement and any requirement in this part is not possible, or (b) compliance with the state or local requirement is an obstacle to the accomplishment and execution of any requirement in this part.

IV. Prohibited Substances

Prohibited substances addressed by this policy include the following:

A. Illegally Used Controlled Substance or Drugs

Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drugs not approved for medical use by the U. S. Drug Enforcement Administration or the US Food and Drug Administration. Illegal use includes use of any illegal drug, misuse or legally prescribed drugs, and use of illegally obtained prescription drugs. **Safety sensitive employees will be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine.** Use of any products that may result in a positive drug test (hemp oil for example) is prohibited by the Federal Guidelines.

Comment [M3]: THIS PARAGRAPH NEEDS TO BE ITALIC

B. Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label or that indicates that mental functioning, motor skills, or judgment may be adversely affected should be reported to supervisory personnel. The employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform safety-sensitive functions. When possible, alternative substances should be requested from the prescribing physician. It is the employee's responsibility to inform the physician the nature of employee's job duties.

Any failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in disciplinary action.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization. The misuse or abuse of legal drugs while performing transit business is prohibited.

C. Alcohol

The use of beverages containing alcohol or other products containing alcohol including, medication, mouthwash, food, candy, or any other substance, which causes alcohol to be present in the body at a rate of 0.02% alcohol concentration or greater, while performing safety sensitive duties or while on-call to perform a safety sensitive duty, is prohibited

V. Prohibited Conduct

A. Manufacture, Trafficking, Ingestion, and Use

Any employee engaging in the manufacture, distribution, dispensing, possession or use of prohibited substances on North Central Regional Transit District premises, in public transit vehicles, in uniform or while on business related to a public transportation system operated under a contract with the North Central Regional Transit District will be subject to disciplinary action up to and including termination. Ingestion of stated drugs is prohibited at all times. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

Notification of Criminal Drug Conviction

All employees are required to notify the transit system of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination. Any safety sensitive employee must also report any circumstances where there was a criminal conviction or

loss of driving privileges due to drug or alcohol misuse within 5 days of such conviction or loss of privileges.

B. Intoxication/Under the Influence

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty. In addition to being removed from duty, such employees will receive educational and rehabilitative information and a referral to a Substance Abuse Professional (SAP) and terminated from his/her position consistent with the North Central Regional Transit District's Zero Tolerance Policy.

A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended (see Section VI of this policy for threshold definitions).

C. Alcohol Use and Prohibition

No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her alcohol concentration is 0.02 or greater. Part 655 permits alcohol testing just before, during and just following the performance of a safety sensitive duty, the North Central Regional Transit District under its own authority also prohibits the consumption of alcohol at all times the employee is on duty. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, or 4 hours before, just after performing a safety-sensitive function or while on call. No safety-sensitive employee shall use alcohol for 8 hours after a reportable accident or until the employee has undergone a required post accident alcohol test, which ever is first.

If the North Central Regional Transit District has actual knowledge of the use of alcohol while the employee is performing safety-sensitive functions, the employee will not be permitted to continue to perform the safety sensitive duty.

D. Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug test and breath alcohol testing a condition of their employment. Refusal of a drug and/or alcohol test will be treated as a verified positive test result.

Refusals:

Refusals can include a variety of behaviors, including:

- verbal or written refusal
- physical absence
- an inability to provide a urine specimen or breath sample without a valid medical explanation
- failure to undergo a medical evaluation or an observed collection when required
- obstructive behavior
- failure to provide a urine sample
- not reporting to the collection site in the time allotted (except in the case of pre-employment)
- not remaining at the collection site until the completion of the process ~ failure to sign step 2 of the alcohol test form
- failure to permit monitoring or direct observation when appropriate
- leaving the scene of an accident prior to submitting to a post-accident test when required
- failure to take a second test as directed by the collector or employer
- having an adulterated or substituted test result verified by an

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Observed Samples:

Any safety-sensitive employee who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. The observation will be done by a person of the same gender.

Drug tests can be performed any time a safety-sensitive employee is on duty. An alcohol test can be performed anytime the covered employee is performing a safety sensitive duty or just before, or just after the performance of a safety sensitive duty. Under the authority of the North Central Regional Transit District the use of or influence of alcohol on a covered employee anytime that employee is on duty is prohibited.

E. Consequences of a Positive Drug and/or Alcohol Test or a Refusal to Test

A violation of this policy in the form of a verified positive drug result, a confirmed alcohol result of 0.04 RAC or greater, or a refusal to test will result in the immediate removal of the covered employee from any safety sensitive duties, referral to a SAP and under the North Central Regional Transit District's authority, termination of employment.

VI. Testing for Prohibited Substances

Analytical urine drug testing and breath testing (saliva testing optional for screening) for alcohol may be conducted when circumstances warrant and as required by Federal

Comment [M4]: NEED TO ADD: MRO

Comment [M5]: THESE ADDITIONAL BULLETS NEED TO BE ADDED :
- employee admitting to the collector or MRO that he/she adulterated or substituted their specimen
- employee behaves in a confrontational way that disrupts the collection process
- employee fails to follow the observer's instructions to raise or lower their clothing and to turn around to permit the observer to determine if the employee has a prosthetic or other device that could be used to interfere with the collection process
- The employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process
- The employee refuses to wash his or her hands after being directed to do so
- (A refusal to test will be treated the same as a positive test result)
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Comment [M6]: THIS PARAGRAPH WILL BE DELETED, AND THE FOLLOWING LANGUAGE WILL BE ADDED:
The observation will be done by a person of the same gender in the following circumstances:
- All return to duty tests (second chance policy only, does not apply to NCRTD)
- All follow up tests (second chance policy only, does not apply to NCRTD)
- Any time the specimen collected is out of temperature range (90 degree Farienheit – 100 degrees)
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with
- Anytime a collector observes materials brought to the collection site or employee's conduct clearly indicates an attempt to tamper with a specimen.
- Anytime the employee is directed to provide another specimen because the Laboratory reported to the MRO that the original specimen was invalid without a valid medical reason
- Anytime the employee is directed to provide another specimen because the MROdetermined that the original specimen was positive, adulterated or substituted but had to be cancelled due to the test of the split specimen could not be performed.
-

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

regulations. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human

Services (DHHS). All testing will be conducted in accordance to the procedures in 49 CFR Part 40, as amended. This will ensure the test results are attributed to the correct employee by following procedures including, picture identification of the employee, the use of the Federal Drug Custody and Control Form with unique specimen identification number completed by a trained collection site person who insures that the Custody and Control Form is completed correctly and signed and certified by the donor, collection of Split Sample specimens that are sealed and initialed by the donor.

Drugs:

An employee may be tested for the following prohibited substances anytime while on duty. The drugs that will be tested for include marijuana, cocaine, opiates, amphetamins, and phencyclidine. An initial drug screen, called an immunoassay test, will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the metabolites present are above the minimum thresholds established in 49 CFR Part 40, as amended. The following is a chart of the current cut-off levels.

Comment [M7]: THIS SENTENCE & CHART NEED TO BE REMOVED.

DRUG NAME - METABOLITE	SCREENING CUT -OFF	CONFIRMATION CUT-OFF
Marijuana - Delta 9 THC	50 ng/ml	15ng/ml
Cocaine - Benzoylecgonine	300ng/ml	150 ng/ml
Opiates - Morphine/Codeine	2000 ng/ml	2000 ng/ml
PCP - Phencyclidine	25ng/ml	25 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml

In instances where there is a reason to believe an employee is abusing a substance other than the five drugs listed above, the North Central Regional Transit District reserves the right to request a separate sample and to test for additional drugs under the North Central Regional Transit District's own authority using standard laboratory testing protocols and a non-federal custody and control form The Company also reserves the right to require a fitness-for-duty examination by a licensed physician when an employee's observable behavior and actions are considered to be inconsistent with a safe, drug free workplace.

Comment [M9]: ADD THE FEDERAL REGISTER REFERENCE: Defined by the 49CFR part 40.

Comment [M10]: THIS IS REMOVED

Alcohol:

Tests confirming alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Test (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will result in removal from his/her position for eight hours unless a retest results in a concentration measure of less than 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

MRO:

All test results from the laboratory will be reported to a Medical Review Officer (MRO). An MRO is a licensed physician who is certified as an MRO, with detailed knowledge of a substance abuse disorders and drug testing and meets the standards defined in 49 CFR part40. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate alternative medical explanation for a confirmed positive result. The MRO will contact the employee, notify the employee of the positive laboratory result, and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate medical explanation is found, the test will be verified positive and reported to the Designated Employer Representative. If a legitimate explanation is found, the MRO will report the test result as negative. The MRO may also cancel results that are troubled according to the protocol set froth in 49CFR part 40. The MRO will also inform the employee whose result is positive from the laboratory of his/her rights to have the split sample analyzed at a second SAMHSA laboratory. See part E - Employee Requested Testing.

All employees/applicants/ with a dilute negative test result will be required to retest. The second test result will stand as the test of record.

Comment [M11]: THIS LANGUAGE NEEDS TO BE ADDED: **and no additional testing will be required unless directed to do so by the MRO. A dilute positive result is treated the same as any other positive drug test result.**

Testing Procedures:

A copy of 49CFR part 40 as amended, is available for review for complete and detailed laboratory, collection, MRO, and SAP procedures. An employee who would like to review 49 CFR parts 40 and 655 may request a copy from the Designated Employer Representative (DER).

VII. Testing Events:

A. Pre-Employment / Reclassification Testing

All safety-sensitive applicants shall undergo urine drug testing prior to performing safety sensitive duties. This requirement also affects employees not in safety-sensitive positions who seek reclassification into a safety - sensitive position. Receipt by the North Central Regional Transit District of a negative test result is required prior to performing safety sensitive duties in a covered position. A cancelled test result is not acceptable and must be retaken. Hiring into a safety-sensitive position will be completed within one (1) month of a successful pre-employment/reclassification test. If the applicant has a positive pre-employment drug test, he/she cannot be hired for a safety sensitive position.

If a current covered employee has not performed a safety sensitive duty for 90 days or longer, and has been removed from the random pool, the employee must submit to a new pre-employment test and receive a negative result before resuming safety-sensitive duties.

An MRO may report negative pre-employment test results for individuals who are unable to provide sufficient volume due to permanent disability, but has a medical evaluation that indicates no chemical evidence of illegal drug use.

All applicants for safety-sensitive positions will be notified in writing that they will be required to undergo pre-employment/reclassification drug testing prior to their employment or performance of any safety sensitive duties and that they will be subject to drug and alcohol testing throughout the period of their employment and The North Central Regional Transit District will retain on the drug test results of all new hires.

When a covered employee or applicant has previously failed a pre-employment drug test, the employee must present to the employer proof of successfully having completed a referral, evaluation and treatment plan as described in Sec. 655.62

B. Reasonable Suspicion Testing

All safety-sensitive employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. The North Central Regional Transit District reserves the right to refer an employee to a physician for a fitness for duty examination when the employee's observable behavior and reactions are considered inconsistent to a safe and drug-free workplace.

Comment [M12]: THIS LANGUAGE NEEDS TO BE DELETED.

A reasonable suspicion referral for testing, as specified by Part 655, will be made on the basis of documented objective facts and circumstances which are consistent with the long or short-term effects of substance abuse. Reasonable suspicion testing can be done if the observation is made for suspicion of drug use at anytime the employee is on duty however, alcohol testing must be done during, just preceding, or immediately following the performance of a safety sensitive function

Reasonable suspicion determinations will be made by one (or more) supervisor(s), in function rather than by title, who has been trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse. Criteria for reasonable suspicion testing included specific, contemporaneous, and articulable observations concerning appearance, behavior, speech, or body odors of the covered employee consistent with possible drug or alcohol misuse. Written documentation shall be required for any reasonable suspicion testing. Only trained supervisors who directly observe said reasonably

suspicious behavior have justification for requiring reasonable suspicion testing. When a determination has been made for reasonable suspicion testing, the employee will be transported immediately by the supervisor to the collection site. Alcohol tests delayed more than two hours must be accompanied with documentation specifying the reason for such a delay. Attempts to collect an alcohol test must conclude after 8 (eight) hours.

C. Post-Accident Testing

Safety-sensitive employees will be required to undergo urine drug and breath alcohol testing if they are involved in an accident with a public transportation system vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. This includes all safety-sensitive employees that are on-duty in the vehicles and any other whose performance could have contributed to the accident, such as surviving operators, dispatchers, maintenance personnel, or other safety sensitive associated employees. Neither a deceased nor an unconscious employee can be tested. Any post-accident testing is stayed while the employee assists in resolution of the accident or receives medical attention following the accident.

In addition, a post-accident test will be conducted in situations where there isn't a fatality but the following occurs, (a) an individual requires immediate transportation to a medical treatment facility (as a result of collision or non-collision), (b) any time one or more vehicles incurs disabling damage that prevents any of the vehicles involved from leaving the scene of the occurrence in their usual manner in daylight after simple repairs, or (c) with respect to an occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus or vessel and the vehicle is removed from operation. In a non-fatal accident as previously described, post-accident testing will be conducted unless the operator's performance (and any other covered employees whose performance could have contributed to the accident) can be completely discounted as a contributing factor to the accident as determined by employer using the best information at the time of the decision.

Following an accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and 32 hours for drug testing. All accidents will have documentation as to whether or not a test was administered and the rationale for such a decision. If there is a delay of greater than 2 (two) hours for an alcohol test, a reason must be given in writing, retained in a file for possible later referral, and the employer must still attempt to administer the alcohol test, however, all attempts must cease after eight hours. Any safety-sensitive employees subject to post-accident testing must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test.

Comment [M13]: THIS NEEDS TO BE REMOVED

Safety-sensitive employees subject to post-accident testing must remain readily available for testing and the employer must know the whereabouts of

those employees at all times until post-accident testing has been completed or until the employee has been completely discounted as a contributing factor.

Written rationale and documentation is required when a decision is made not to test an employee in a FTA nonfatal accident. In the rare event that the employee cannot participate in the FTA collection process, following an accident, the employer may accept the results of a test performed by federal, state, or local officials if results are released.

Procedures will be in place to insure testing can be conducted all hours of operation.

Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test. In such cases, the employee will be subject to the consequences of a test refusal.
Post accident testing will be stayed while the employee(s) in question receive medical treatment following the accident.

Comment [M14]: THIS NEEDS TO BE INCLUDED TO COINSIDE WITH THE NCRTD SOP (STANDARD OPERATING PROCEDURES): A safety sensitive employee will not be permitted to return to their safety sensitive duties until the DER has received a negative drug & alcohol test results from the MRO.

D. Random Testing

FTA regulations require random testing of drugs and alcohol for all safety-sensitive employees. Random testing serves as a deterrent against employee beginning or continuing drug use or alcohol misuse. All employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random drug and/or alcohol testing will be made using a scientifically valid method that ensures each covered employee will have an equal chance of being selected each time selections are made and there will be no discretion of the managers as to the selections made. All safety-sensitive employees remain in the selection pool even after being selected for testing thus, employees may be selected more than once a year. The tests are conducted throughout the year in an unpredictable pattern. The random number selection process is conducted in strict confidence to ensure no employee is forewarned and that testing is unannounced. A limited number of individuals will have knowledge of the random selections to insure confidentiality and the integrity of the testing process.

The random testing period begins in January 2008. The random tests will be spread throughout the draw period and all shifts that safety-sensitive duties are performed. Federal Alcohol testing can only be performed just before, during, or just after the performance of a safety-sensitive job function, while drug tests can be conducted at any time during an employee's shift (i.e. beginning, middle, end). Employees are required to proceed immediately to the collection site upon notification of their random selection.

Only US DOT safety-sensitive employees are included in the random pool. In

the event the Designated Employer Representative (DER) is selected for random testing, a secondary contact will notify the DER to report to the collection site for random testing. All safety-sensitive employees shall be notified discreetly to immediately report to the collection site.

The North Central Regional Transit District retains records of the date and time of notification that a safety-sensitive employee has been selected and the results of those tests. All information is confidential.

As a member of the New Mexico Department of Transportation Consortium, T he North Central Regional Transit District shall, during the course of a year, participate in the random testing program to assist in insuring a minimum of 25 percent of USDOT safety-sensitive employees are tested for drug use and a minimum of 10 percent of USDOT safety-sensitive employees are tested for alcohol abuse as part of the goal of the Consortium Pool. This reflects the current random rate. The rates are subject to annual revision based on the FT A regulations. Any changes in the random rate will be reflected in an attachment to this policy.

Comment [M15]: NEEDS TO READ : the minimum....

Comment [M16]: NEEDS TO READ AS FOLLOWS: rate defined by Federal Transit Adminstration

Comment [M17]: TO READ: drugs

Comment [M18]: TO BE REMOVED

Comment [M19]: NEED TO ADD : use.

Comment [M20]: THIS LANGUAGE NEEDS TO BE REMOVED

Comment [M21]: NEEDS LANGUAGE NEED TO READ AS FOLLOWS: The testing rate performed by the Consortium will always meet the minimum rate set by 49CFR part 655.

E. Employee Requested Testing

Any safety-sensitive employee who questions the results of a required drug test may request the MRO to forward the split sample to a different DHHS certified laboratory for analysis. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. Payment for testing of the split specimen is the responsibility of the employee, unless the result of the split sample test invalidates the result of the original test. Testing will not be denied if the employee cannot pay. The North Central Regional Transit District will ensure that the costs for the split specimen are covered in order to complete a timely analysis, however, the North Central Regional Transit District will seek reimbursement for the split analysis from the employee. The final split specimen result goes to the employer.

The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for split sample testing must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. The MRO must direct the laboratory in writing to send the split sample with appropriate copies of the chain of custody form and a copy of the MRO's request for testing to another DHHS certified laboratory. Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee.

VIII. Employee Assessment

Any safety-sensitive employee or applicant who tests positive for the presence of illegal drugs and/or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, or has refused to submit to a drug or alcohol test (except in the case of and applicant) will be referred to a Substance Abuse Professional (SAP). An SAP shall be either a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission. The SAP will adhere to the procedure and requirements defined in 49CFR part 40.

The North Central Regional Transit District is not responsible for any costs incurred for the SAP's evaluation, assessment or any treatment recommendation.

IX Voluntary Treatment Requirements (prior to any violation of this policy)

Voluntary requests for treatment must be made prior to any pending drug/alcohol test or disciplinary action. Employees will not be disciplined for requesting treatment, but will be expected to observe job performance standards and work rules as they apply to every employee.

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with The North Central Regional Transit District's requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program

XI. Information Disclosure

The North Central Regional Transit District will strictly adhere to all standards of confidentiality and assure all employees that testing records and results will be released only to those authorized by FTA rules to receive such information. All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Privacy of each tested employee shall be strictly maintained. Information will only be released in the following circumstances:

1. to a third party only as directed by specific, written instruction of the employee;
2. to the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee tested;

Comment [M22]: THIS HEADING NEEDS TO BE CHANGED TO : Consequences of a Positive Test Result or a Refusal Test

Comment [M23]: LANGUAGE NEEDS TO BE ADD:
Immediately removed from safety sensitive duties and

3. to a subsequent employer upon receipt of a written request from the employee;
4. to the National Transportation Safety Board during an accident investigation;
5. to the DOT or any DOT agency with regulatory authority over the employer or any of its employees, or to a State oversight agency authorized to oversee rail fixed-guideway systems; or
6. to the employee, upon written request.

Employees have the unqualified right to review their drug and alcohol testing records, to have access to information to dispute the results of any testing outcome, to have access to any pertinent records such as equipment calibration records and records of laboratory certifications.

XII. Employee and Supervisor Training

All safety sensitive employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use. The training will be in the context of prohibited drug use in the workplace, the FT A regulations, and The North Central Regional Transit District's substance abuse policy. The training shall also include information concerning the effects of alcohol misuse on the individual's health, work, and personal life, and signs and symptoms of an alcohol problem. Printed literature concerning prohibited drug use and the effects of drugs and alcohol as well as a service hotline for employees experiencing problems with prohibited drugs and alcohol will be made readily available to all safety-sensitive employees.

Supervisors will also receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Training shall be given to all supervisors concerning: (a) their role and responsibility of reasonable suspicion determinations, (b) procedures for initiating, sustaining, and documenting the referral of reasonable suspicions, (c) instructions for employee intervention, and (d) procedures for record keeping/documenting a reasonable suspicion event. Supervisors will not perform supervisory duties that require reasonable suspicion determination prior to completing supervisor training. Training for non-safety-sensitive employee on the importance of maintaining a drug-free workplace shall also be provided.

Handouts are available providing information concerning the effects of drug use and alcohol misuse on the individual's health, work, and personal life and the signs and symptoms of alcohol misuse.

XIII. Employee/Employer Communications

The North Central Regional Transit District's Substance Abuse Policy was originally approved and adopted by it's Board of on September 14, 2007 and became effective immediately. Anytime this policy is substantively amended or updated due to changes in Federal regulations in the future, the policy will contain the date of adoption of the amended policy by the North Central Regional Transit District's Board of Directors and the date the amended policy, or portion thereof, became effective.

This policy and current and future contracts will be modified to stay within required compliance with FTA regulations.

Copies of this policy will be provided to all safety-sensitive employees. A Confirmation of Receipt shall be signed acknowledging that the employee has received the policy and understands that it is the employee's responsibility to abide by the provisions of the policy. Revisions to this policy shall be made aware of to the employee and shall be acknowledged with an updated Confirmation of Receipt. All new hires shall receive the most current policy.

XIII Proper Application of the Policy

Supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

Comment [M24]: ATTACHMENTS A & B NEED TO BE ADDED, ALONG WITH EMPLOYEE RECEIPT OF DRUG & ALCOHOL POLICY

Attachment A

Systems Contacts

Any questions regarding this policy or any other aspect of The North Central Regional Transit District's drug free and alcohol-free program should contact the following NCRTD's systems representative:

Designated Employer Representative/Program Manager:

Name: Michelle Jacquez

Title : Operations Analyst

Address: 1122 Industrial Park Road

Espanola, New Mexico 87532

Telephone: 505-747-3631

SAMHSA Certified Laboratory

Name: SED Medical Laboratories

Albuquerque, New Mexico

Medical Review Officer

Name : Dr. Paul Teynor /Intermountain MRO

Address: P.O. Box 9800

Salt Lake City, UT 84109

Telephone Number : (801)486-5400

Substance Abuse Professionals

Primary SAP: Adam Stern

Agency:

Address: 1104 Calle del Sol NE

Albuquerque, New Mexico 87106

Telephone Number : 505-232-9368

Collection Sites

Name: **Espanola Sports Medicine**

Contact: Holly Olivas

Address: 706 D La Joya Street

Espanola, New Mexico 87532

Telephone Number: 505-753-6550

Name: **Northern NM Job & Drug Screen**

Contact: Marlene Miera

Address: 414 Sipapu Street

Taos, New Mexico 87571

Telephone Number: 575-758-8761

Name: **SED at Santa Fe**

Contact: Robert Encinas

Address: Plaza Entrada Shopping Center

3005 South St. Francis Drive Suite A

Santa Fe, New Mexico 87505

Telephone Number: 505-989-8538

Attachment B

All positions at _The North Central Regional Transit District were reviewed for safety sensitive duties, as defined in 49 CFR part 655, to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following positions were determined to be safety-sensitive:

- **Dispatchers**
- **Drivers**
- **Operational Regional Transit Manager**
- **Operation Supervisors**
- **Fleet Maintenance Manager**
- **Office Staff (Anyone who answers the telephone to give route information)**

EMPLOYEE RECEIPT of The North Central Regional Transit District's DRUG AND ALCOHOL TESTING POLICY

Return this completed form to your immediate supervisor

Employee Name_____

I have received and will read The North Central Regional Transit District's Drug and Alcohol Abuse Testing Policy. I understand that I will be held responsible for the content of the policy and I agree to abide by the drug and alcohol testing policy. If I need any clarification or if I have any questions regarding the substance of the policy, I will address them with the NCRTD's program administrator.

This policy adheres to the Federal Transit Administration's mandated regulations for drug and alcohol testing.

Employee Signature:_____

Date Signed:----------

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

North Central Regional Transit District (NCRTD)
Resolution 2011–12

REVISED DRUG AND ALCOHOL TESTING POLICY

WHEREAS, the North Central Regional Transit District ("District") is concerned about the effects of the use of illegal drugs, controlled substances, and the abuse of alcohol upon the health and safety of its employees and passengers; and,

WHEREAS, to address these concerns, it is our policy to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; and,

WHEREAS, to create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; and,

WHEREAS, to encourage employees to seek professional assistance anytime personal problems, including alcohol or dependency, adversely affect their ability to perform assigned duties; and,

WHEREAS, the Board of Directors adopted an revised policy on May 23, 2008; and,

WHEREAS, this policy is intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry.

NOW, THEREFORE, BE IT RESOLVED that the North Central Regional Transit District Board of Directors hereby desires to adopt a revised policy as set forth in the attached Exhibit A.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14TH DAY OF OCTOBER 2011.

_____
Rosemary Romero, Chair

Approved as to form:

_____
Peter Dwyer, Counsel

Board Action and Executive Summary

Item # G Resolution# N/A

For Meeting of October 14, 2011

TITLE: Reduced Rate Charter Service Policy

PURPOSE(S) OF ACTION: At the NCRTD Board of Directors Meeting of July 15, 2011, the Board requested that consideration for reduced rates be given to non-profit organizations.

Name of Drafter: Ivan Guillen		Department: Operations		Phone: 505-747-3631	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Staff Sponsor			Budget		
Legal			Executive Director		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

This item was heard before the Finance Committee on August 26, 2011. At that time we reported that regular charter service requires charging the chartering party for driver's salary/benefits, hourly fuel charge and a 20% administrative fee. The driver's salary and fuel charge are calculated from the time the bus leaves the garage to the time the bus returns to the garage. The administrative fee includes staff time determining the cost, executing the contract and coordinating staff and a small portion for vehicle maintenance. The policy as proposed eliminates the 20% administrative cost which reduces the fare.

Some Board members felt that even with the elimination of the 20% administrative fee the cost may be too high for some non-profit groups. As a result, it was suggested that bus idle time, if any, not be included in the charter price. Bus idle time has not been eliminated from the policy being presented. however, this is an option that the Board of Directors can consider.

Some Committee members had a concern as to compliance with the NM State Anti-Donation Clause. We have sent the policy to the NCRTD attorney for his review and we will have information regarding this issue at the Board meeting.

The whole issue of charter service, both regular fare and reduced fare, will have to be revisited in the near future, most likely before we move into our new building. Current FTA regulations prohibit chartering service using federally funded personnel or equipment unless we comply with a myriad of exceptions and reporting requirements. The RTD's current practice is to use equipment and personnel funded only with gross receipts tax for charter services. There may be a problem using even the gross receipts tax funded equipment if it is based at our new facility since that is federally funded. As such, the whole notion of providing charter service will have to be re-examined.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount

1. Exhibit A – NCRTD Draft Reduced Rate Charter Service Policy
2. Exhibit B – Rate Formula

OPTIONS / ALTERNATIVES:

Alternatives available to the Board are:

1. Adopt the Reduced Rate Charter Policy as presented;
2. Amend the policy presented if the Board deems changes are necessary; and
3. Reject the policy.

EXHIBIT A
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
REDUCED RATE
CHARTER SERVICE POLICY

The North Central Regional Transit District (NCRTD) will consider reduced rate Charter Service to human service organizations designed to assist senior, youth and disabled groups in the North Central Regional Transit District to attend educational, recreational or cultural events in the District.

NCRTD can provide reduced rate charters to public or private organizations that are exempt from taxation under subsection 501(c)(1), 501(c)(3), 501(c)(4), or 501(c)(19) of the Internal Revenue Code if the organization provides certification of one of the following:

i. (The entity/organization) certifies that it is a government entity or an organization exempt from taxation under subsection 501(c)(1), 501(c)(3), 501(c)(4), or 501(c)(19) of the Internal Revenue Code; there will be a significant number of handicapped persons as passengers on this charter trip; the requested charter trip is consistent with the function and purpose of (the entity/organization); and the charter trip will be organized and operated in compliance with Title VI of the Civil Rights Act of 1964, as amended; and, section 19 of the Federal Mass Transit Act of 1964, as amended, and 49 CFR Part 27; or 45 CFR Part 80.

ii. (The entity/organization) certifies that it is a government entity or an organization exempt from taxation under subsection 501(c)(1), 501(c)(3), 501(c)(4), or 501(c)(19) of the Internal Revenue Code; more than 50% of the passengers on this charter trip will be elderly; the requested charter trip is consistent with the function and purpose of (the entity/organization); and the charter trip will be organized and operated in compliance with Title VI of the Civil Rights Act of 1964, as amended; and, section 19 of the Federal Mass Transit Act of 1964, as amended, and 49 CFR Part 27; or 45 CFR Part 80.

iii. (The entity/organization) certifies that it is a government entity or an organization exempt from taxation under subsection 501(c)(1), 501(c)(3), 501(c)(4), or 501(c)(19) of the Internal Revenue Code; more than 50% of the passengers on this charter trip will be youth (under the age of 18); the requested charter trip is consistent with the function and purpose of (the entity/organization); and the charter trip will be organized and operated in compliance with Title VI of the Civil Rights Act of 1964, as amended; and, section 19 of the Federal Mass Transit Act of 1964, as amended, and 49 CFR Part 27; or 45 CFR Part 80.

If the applicants meet one of the exceptions described above, an authorized agent of the government agency or non-profit organization will need to complete the Charter Exemption Form and provide certification of tax exempt status.

Public, private and charter schools are exempt from receiving reduced rate charter service.

All other provisions of the NCRTD Special Services Policy as adopted on July 15, 2011 will remain in effect during the implementation of this policy.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
REDUCED RATE CHARTER CERTIFICATION FORM

Please mark the statement that applies to your organization:

_____(The entity/organization) certifies that it is a government entity or an organization exempt from taxation under subsection 501(c)(1), 501(c)(3), 501(c)(4), or 501(c)(19) of the Internal Revenue Code; there will be a significant number of handicapped persons as passengers on this charter trip; the requested charter trip is consistent with the function and purpose of (the entity/organization); and the charter trip will be organized and operated in compliance with Title VI of the Civil Rights Act of 1964, as amended; and, section 19 of the Federal Mass Transit Act of 1964, as amended, and 49 CFR Part 27; or 45 CFR Part 80.

_____(The entity/organization) certifies that it is a government entity or an organization exempt from taxation under subsection 501(c)(1), 501(c)(3), 501(c)(4), or 501(c)(19) of the Internal Revenue Code; more than 50% of the passengers on this charter trip will be elderly; the requested charter trip is consistent with the function and purpose of (the entity/organization); and the charter trip will be organized and operated in compliance with Title VI of the Civil Rights Act of 1964, as amended; and, section 19 of the Federal Mass Transit Act of 1964, as amended, and 49 CFR Part 27; or 45 CFR Part 80.

_____(The entity/organization) certifies that it is a government entity or an organization exempt from taxation under subsection 501(c)(1), 501(c)(3), 501(c)(4), or 501(c)(19) of the Internal Revenue Code; more than 50% of the passengers on this charter trip will be youth (under the age of 18); the requested charter trip is consistent with the function and purpose of (the entity/organization); and the charter trip will be organized and operated in compliance with Title VI of the Civil Rights Act of 1964, as amended; and, section 19 of the Federal Mass Transit Act of 1964, as amended, and 49 CFR Part 27; or 45 CFR Part 80.

I certify that the statement marked above is true about the organization I represent, and that the service requested by the organization represent and will be run in accordance with the above statement.

_____ _____
Signature Date

Please return this form to NCRTD along with certification of tax exempt status.

EXHIBIT B
RATE FORMULA

Driver Cost

Driver's Hourly Rate X 1.5 for overtime or 2.0 for holiday pay X the # of hours the service is needed (out of garage/in to garage) this equals base pay.

A factor of 6.20% is added for Social Security

A factor of 1.45% is added for Medicare

A factor of 9.15% is added for PERA

A factor of 1.666% is added for Retiree Health Care Insurance

A factor of 8.35% is added for Worker's Compensation Insurance

Fuel Costs

Depending on the size of bus being used, an hourly fuel charge is added;

12 passenger cutaway	$23.94 per hour
18 passenger bus	$24.07 per hour
28 passenger bus	$25.00 per hour
32 passenger bus	$25.00 per hour
40 passenger bus	$25.00 per hour

Indirect Costs

Unlike the regular rate charter service, there will be no 20% indirect cost added on to cover administrative costs, insurance and use of the bus. **This omission will result in the reduced rate.**

DRAFT

Board Action and Executive Summary

Item # H Resolution# 2011-13

For Meeting of October 14, 2011

TITLE: Records and Email Retention Policy and Disposition Schedule

PURPOSE(S) OF ACTION: To establish policy for retaining and disposing of records and emails created by the employees of the North Central Regional Transit District.

Name of Drafter: Annette Velarde		**Department:** Public Information		**Phone:** 505-438-3257	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Anthony J. Mortillaro/ Annette Velarde		505-438-3257	Budget		505-438-3257
Legal			Executive Director		505-438-3257

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The records of The North Central Regional Transit District ("NCRTD") are important assets and include essentially all records the NCRTD produces, whether paper or electronic. The law requires the NCRTD to maintain certain types of records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject the NCRTD to liability.

The purpose of the Records and Email Retention Policy and Disposition Schedule is to establish a schedule for the orderly management and retirement of records necessary for carrying out the Public Records Act.

The policy will act as a guide for employees to make decisions as to the types of documents which must be retained and when certain documents are to be destroyed. It also defines the use of email by employees and in the course of using email how emails can become public records which then are subject to retention and disposition.

The NCRTD has not previously had a written policy or guidelines in terms of retention and disposal of its records. This policy seeks to establish the official method and clarification for the handling of NCRTD records.

SUPPORT INFORMATION:

1. Resolution 2011-13
2. Records and Email Retention Policy and Disposition Schedule
3. Exhibit "A" Incorporated into Policy
4. Exhibit "B" Incorporated into Policy

OPTIONS / ALTERNATIVES:

1. Pass Policy and begin to enact.
2. Reject the resolution.
3. Table and bring back policy with changes as recommended by the Board.

North Central Regional Transit District	
SUBJECT: Records and Email Retention Policy and Disposition Schedule	**NUMBER:** ADMIN –
EFFECTIVE DATE: October 14, 2011	**BOARD ADOPTED BY RESOLUTION NO.** 2011-13
AMENDS/SUPERSEDES: **Policy** **Policy #** N/A **Policy ADMIN**	**APPROVED:** _____ ANTHONY J. MORTILLARO EXECUTIVE DIRECTOR

1.0 **Objective**:

To establish a records retention schedule for the orderly management and retirement of records necessary for carrying out the Public Records Act.

The records of The North Central Regional Transit District ("NCRTD") are important assets. Records include essentially all records the NCRTD produces, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, a contract or a case study, or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record.

The law requires the NCRTD to maintain certain types of records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject the NCRTD to liability.

2.0 **Applicable Staff**

The NCRTD expects all employees to fully comply with any published records retention or destruction policies and schedules including the retention and disposition schedule module incorporated as part of this policy, provided that all employees should note the following general exception to any stated destruction schedule: If you believe, or the NCRTD informs you, that NCRTD records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until Legal Counsel determines the records are no longer needed. That exception

supersedes any previously or subsequently established destruction schedule for those records. If you believe that exception may apply, or have any question regarding the possible applicability of that exception, please contact the Executive Director.

Failure to comply with this Document Retention Policy may result in an action against an employee, including suspension or termination. Questions about this policy should be referred to the Executive Director of the NCRTD, who is responsible for enforcing and directing the administration and updating of this policy.

3.0 **Reference to Future Compliance**

From time to time the NCRTD will establish, maintain or supplement retention or destruction policies or schedules for specific categories of records in order to ensure compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that bear special consideration are identified below; also incorporated is a retention and disposition schedule modeling the schedule provided by the NM Commission of Public Records, Department of Transportation Executive Records Retention and Disposition Schedules (ERRDS). While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention within this document.

4.0 **Definitions**:

A. "Administrator" means the NCRTD records administrator

B. "Agency" means the NCRTD

C. "Archives" means the NCRTD archives.

D. "Disadvantaged business" means a for-profit small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. "Disposition" means final action that puts into effect the results of an appraisal decision for a series of records (i.e., transfer to archives or destruction).

F. "Electronic document management system" means a system that manages electronic documents contained in an information technology system, using computer equipment and software to manage, control, locate, and retrieve information in the electronic system.

G. "Let or Letting" means the process of preparing bid for release on NCRTD construction projects.

H. "Non-record" means extra copies of documents kept solely for convenience of reference, stocks of publications, records not usually included within the scope of the official records of the NCRTD, and library material intended only for reference or exhibition. The following specific types of materials are non-records: materials neither made nor received in pursuance of statutory requirements nor in connection with the functional responsibility of the officer of the NCRTD; extra copies of correspondence; preliminary drafts; blank forms, transmittal letters or forms that do not add information; sample letters; and reading file or informational files.

I. "Public record" means all books, papers, maps, photographs or other documentary materials, regardless of physical form or characteristics, made or received by the NCRTD in pursuance of law or in connection with the transaction of public business and preserved, or appropriate for preservation, by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations or other activities of the government, or because of the informational and historical value of data contained therein.

J. "Records custodian" means the statutory head of the agency using or maintaining the records or the custodian's designee.

K. "Records management" means the systematic control of all records from creation or receipt through processing, distribution, maintenance and retrieval, to their ultimate disposition.

L. "Records retention and disposition schedule" means rules adopted by the NCRTD Board of Directors describing records of an agency, establishing a timetable for their life cycle and providing authorization for their disposition.

M. "Retention" means the period of time during which records must be maintained by an organization because they are needed for operational, legal, fiscal, historical or other purposes.

ABBREVIATIONS AND ACRONYMS:

A. "ARC" stands for accident, records, citation.
B. "ADA" stands for Americans With Disabilities Act
C. "CRR" stands for certified return receipt
D. "DOT" stands for department of transportation.
E. "EMS" stands for emergency medical service
F. "FAA" stands for federal aviation administration.
G. "GPS" stands for global positioning system.
H. "HUD" stands for housing and urban development
I. "MPO" stands for metropolitan planning organization.
J. "MVD" stands for motor vehicle division
K. "NCIC" stands for national crime information center

L. "NMAC" stands for New Mexico administrative code.
M. "NMSA" stands for New Mexico statutes annotated.
N. "RPO" stands for rural planning organization.
O. "TRADAS" stands for traffic data analysis system.
P. "US" stands for United States.

5.0 **Instructions**

A. For records of a general administrative nature, financial nature, personnel nature and medical nature refer to "Appendix A" labeled "Records Retention and Disposition Schedule."

B. Retention periods shall be extended until six months after all current or pending litigation; current claims, audit exceptions or court orders involving a record have been resolved or concluded.

F. The descriptions of files are intended to be evocative, not complete. For example, there will always be some documents that are filed in a file that are not listed in the description, and similarly, not every file will contain an example of each document listed in the description.

G. Confidentiality is denoted for files likely to contain confidential materials, but files without a confidentiality note nonetheless may contain confidential or privileged materials, and failure to include an express confidentiality note in the description of a file does not waive the confidential or privileged nature of those materials. Some or all materials in a file may be confidential. Refer questions concerning the confidentiality of a file or portions of a file to legal counsel for the agency.

H. Access to confidential documents or confidential files shall be only by authorization of the NCRTD Executive Director or attorney general or by court order, unless otherwise provided bylaw. Release of confidential documents to law enforcement and other government agencies shall only be upon specific statutory authorization subpoena or court order. Nothing herein shall prohibit duly designated NCRTD personnel from performing their job functions including the review of personnel files and other confidential records where such review is necessary to perform a job duty.

I. Records, papers or documents may be photographed, microfilmed, micro-photographed or reproduced on film. Such photographs, microfilm, photographic film or microphotographs shall be deemed to be an original record for all purposes, including introduction in evidence in all courts or administrative agencies

J. Public records placed on magnetic tapes, disks or other data processing media shall be retained for the length of time specified in "Appendix A of the Records Retention and Disposition Schedules" and are subject to the same confidentiality and access restrictions as paper records.

K. Appendix A, North Central Regional Transit District ("NCRTD")

Records Retention and Disposition Schedule, and Appendix B, North Central Regional Transit District ("NCRTD") Email and Email Retention and Disposition Policy are incorporated herein.

"Appendix A"

North Central Regional Transit District ("NCRTD")
Records Retention and Disposition Schedule

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: document management system that stores images and electronic records produced by the NCRTD. Data may include payroll and personnel data, contracts and agreement data, project files, environment reference files, etc .

D. Data retention:

(1) Metadata: until related records are destroyed.

(2) Federal reports: 10 years after close of calendar year in which report is created.

(3) Local government project files: permanent, transfer to archives 25 years after project completion.

(4) District maintenance project files: permanent, transfer to archives 25 years after project completion.

(5) Request for property abandonment files: permanent, transfer to archives 25 years after date of request.

(6) Abandonment document forms: permanent, transfer to archives 25 years after abandonment filed.

(7) Encroachment files: 30 years after final disposition of encroachment, then transfer to archives for review and final disposition.

(8) Property sales files: permanent, transfer to archives 25 years after date of sale.

(9) Disclaimer files: five years after date property is disclaimed, transfer to archives for review and final disposition.

(10) Contract award recommendations files: six years after project completion date.

(11) Payroll records: 10 years after end of federal fiscal year in which created.

(12) Accident reports: seven years after end of federal fiscal year in which created.

E. Output: Because the electronic document management system is a data-based system, ad hoc and regularly scheduled reports may be generated upon request or demand. When produced, these reports are forwarded to the requesting entity.

FEDERAL PLANNING REPORTS:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: reports containing various federally mandated information. Some of these reports may include performance monitoring system report, monthly volume summary reports, monthly and quarterly audit reports,

D. Retention: 10 years after close of calendar year in which created

FEDERAL AND STATE APPORTIONMENTS REPORTS FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: reports concerning obligated federal and state funds for various transit related projects (i.e., construction, planning programs, feasibility studies, consultants, etc.).

D. Retention: five years after end of federal fiscal year in which created

DAMAGE CLAIM FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: damage claims submitted by the NCRTD to individuals or representatives of individuals that have negligently damaged NCRTD property. File may include police reports, estimate of damage, cost reports, final demand notices, receipt of payments, correspondence, etc.

D. Retention: three years after final disposition

INTERNET SITE VISIT MONITORING REPORTS:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: monthly report, if any showing NCRTD employee internet visits to both agency permitted and agency blocked internet addresses. Report may include NCRTD employee name, date, time, source, destination, internet protocol address, protocol, category, etc.

D. Retention: six months after report created

ACCIDENT FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning accidents involving any NCRTD Bus and Driver File may include copies of accident reports, medical information, annual summary of accident information,

D. Retention: 10 years after date of accident, then transfer to archives for review and final disposition

E. Confidentiality: Portions of record may be confidential pursuant, but not limited to 5 USC, Section 552a and 42 U.S.C. § 405(c)(2)(C)(viii)(I). (i.e., social security number), Section 14-6-1 NMSA 1978 (i.e., health information) and Section 14-2-1

NMSA 1978 (i.e., "law enforcement records that reveal confidential sources, methods, information or individuals accused but not charged with a crime").

BID LETTING AND AWARD SYSTEM:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: database or other method of record retention that captures letting, bidding and award information for NCRTD projects. Data may include contractor bids for a specific project, advertising documentation, district office recommendations for award, authorization from a federal administration, bid reviews, preliminary award of contract, project estimates, cost list, items list to generate proposals for contractors, bid letting information, data used to analyze bids, etc.

D. Data retention: six years after project completion date

E. Confidentiality: Portions of this file may contain confidential information pursuant, but not limited to Section 13-1-122 NMSA 1978 (i.e., Competitive sealed qualifications-based proposals; award of architect, engineering, landscape architect and surveying contracts) and CFR 40 Subsection 53.15 (i.e., trade secrets and confidential or privileged information).

AUTHORIZATION FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning authorization for project advertising and letting requirements that are going to be let in a given month. Files may include letting schedule, licensing requirements, project information work sheet, invitation for bid, addendum to projects, preliminary design plans, work sheet for working days, disadvantaged business goal, certifications from appropriate in-house offices, etc.

D. Retention: six years after project completion date

E. Confidentiality: Portions of this file may contain confidential information pursuant, but not limited to Section 13-1-122 NMSA 1978 (i.e., Competitive sealed qualifications-based proposals; award of architect, engineering, landscape architect and surveying contracts) and CFR 40 Subsection 53.15 (i.e., trade secrets and confidential or privileged information).

CONTRACT AWARD RECOMMENDATIONS FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning recommendations and award information from the DOT bid review committee to award a contract to a particular bidder. Files may include advertising documentation, recommendations for award, authorization from federal highway administration, DOT contract goal for disadvantaged business in highway construction, bid review work sheets, bid tabulations, copy of preliminary award of contract letter, etc.

D. Retention: six years after project completion date

E. Confidentiality: Portions of this file may contain confidential information pursuant, but not limited to Section 13-1-122 NMSA 1978 (i.e., Competitive sealed

qualifications-based proposals; award of architect, engineering, landscape architect and surveying contracts) and CFR 40 Subsection 53.15 (i.e., trade secrets and confidential or privileged information).

SITE MANAGEMENT SYSTEM:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: system that tracks and maintains information for all aspects of construction management. Data may include construction contract data, daily diaries, change orders, contractor payments, finalization, disputes, claims, materials used, etc.

D. Retention: six years after project completion date

CALLED IN LOAD LOG:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: log used to record the overload permits issued by the department of public safety to travel on state bridges. Log may show date, load number, requester, time, firm name, load type, gross weight, height, width, length, axle number, weight, distance, origin, truck unit number, destination, number of axles, route numbers, remarks, rejected, notified, etc.

D. Retention: three years after close of calendar year in which created

REQUEST FOR PROPERTY ABANDONMENT FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning NCRTD's recommendations and decisions regarding incoming requests from entities on properties owned and abandoned by NCRTD. File may include right of way maps showing parcels of land, copy of associated easement, survey of intended abandonment, legal land description, interdepartmental comments and recommendations for or against abandonment, declaration of vacation and abandonment, etc.

D. Retention: permanent, transfer to archives 25 years after date of request

ABANDONMENT DOCUMENT FORMS:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: form that documents property abandonment

D. Retention: permanent, transfer to archives 25 years after abandonment filed

ENCROACHMENT FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning encroachments onto NCRTD property. Files may include surveys, copies of deeds, contracts, notice of encroachment on highway right of way, license for encroachment, correspondence, etc.

D. Retention:

(1) Structural encroachment files: 25 years after final disposition of encroachment, then transfer to archives for review and final disposition

(2) All others: transfer to archives 25 years after disposition of encroachment for review and final disposition

PROPERTY SALES FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the sale of NCRTD property. Files may include right of way maps, quitclaim deeds, correspondence, etc.

D. Retention: permanent, transfer to archives 25 years after date of sale

DISCLAIMER FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the NCRTD disclaimer of interest or ownership of specific property. Files may include right of way maps, disclaimer, correspondence, etc.

D. Retention: five years after date property is disclaimed, transfer to archives for review and final disposition

AIRSPACE FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the leasing of the NCRTD right of way airspace. File may include lease agreements, right of way maps, correspondence, etc.

D. Retention: six years after termination of lease agreement

BILLBOARD OWNER PERMIT FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the approved issuance of permits to erect or maintain outdoor advertising along the city, county, interstate and other federally funded primary highways. File may include application for permit, inspection documentation of proposed advertising location, check copies, billing information, plats, local government permit copy, renewal notice copy, copy of permit plates issued, correspondence, etc.

D. Retention:

(1) Approved permit: permanent, transfer to archives 25 years after termination of permit

(2) Rejected application: five years after date of rejection

CULTURAL RESOURCE REPORT FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning investigation and assessments conducted to determine any historic or archeological site issues affecting proposed or existing NCRTD properties or rights of way. Files may include site investigation report, surveys, clearance letter, denial letter, correspondence, etc.

D. Retention: permanent, transfer to archives 25 years after date of letter of clearance or denial

E. Confidentiality: Portions of record may be confidential pursuant, but not limited to Section 18-6-11.1 NMSA 1978, Confidentiality of site location.

ENVIRONMENTAL REFERENCE FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: environmental assessments conducted on NCRTD properties and potential property acquisitions. Files may include site investigation reports (i.e., detailed site investigation, field notes, drill logs, laboratory results, disposal manifest, etc.), hazardous materials assessments, photos, clean up report, correspondence, etc.

D. Retention: permanent, transfer to archives 25 years after file assessment conducted

UNDERGROUND STORAGE TANK FACILITY FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the maintenance, inspection and removal of underground storage tanks located on the grounds of any NCRTD property. Files may include contracts for removal, work plans and approvals, photos, authorizations to work, correspondence, etc.

D. Retention: permanent, transfer to archives 25 years after date storage tank removed

LABORATORY INFORMATION MANAGEMENT SYSTEM:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: database or any records retention method that maintains information regarding the testing of materials used for maintenance and construction projects. Data may include test sample name, lab number, project number, hours worked, materials used, maintenance activity, date reported, district number, test, date sampled, nature of source, location of source, date received, test results, identifiable marks, manufactured by, district number, refinery source, weekly asphalt report number, tested by, approved by, etc.

D. Data retention: permanent

PRODUCT EVALUATION DATABASE:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: database or any records retention method that maintains information on products available for construction projects. Data may include product name, evaluation of product, approved date and status, product specifications, representative name and demographic information, comments, etc.

D. Data retention: until product is no longer approved or use is discontinued

PRODUCT FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning approved products available for construction projects. Files may include application for product evaluation, data sheet on use of product, product specifications, material safety sheets, correspondence, etc.

D. Retention:

(1) Approved products: 20 years after product evaluation approved

(2) Rejected products: three years from date of rejection

EQUIPMENT MANAGEMENT SYSTEM:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: database or any records retention method that maintains information on all heavy equipment and fleet vehicles. Data may include district information, class unit, item number, contract number, vendor, base price, options to be ordered, total cost, date paid, budget balance, warranties, serial number, dealer name, body style, fuel type, shipping weight, vehicle description, activity code, mileage (beginning and end), daily miles, project code, account code, part number, labor, parts (i.e., task code, part number, vendor, quantity, unit price and part description, etc.), fixed assets number, inventory value, mile or hour readings, servicing information, inspections, book value, resale value, etc.

D. Data retention: two years after date of disposition of heavy equipment or vehicle

E. Input: All records used as input for the equipment management system are filed in fixed asset (equipment) acquisition history files,

EQUIPMENT MAINTENANCE FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: complete service and maintenance history on heavy equipment and vehicles. Files may include equipment inspection report, equipment registration, equipment transfer form, change report, preventative maintenance report, inspection condemnation report, certificate of property loss, equipment usage report,

copy of authorization to purchase surplus equipment, copy of verification of public entity funds for purchase of surplus equipment, etc.

D. Retention: two years after date of disposition of heavy equipment or vehicle

PUBLIC ENTITY BUDGET AUTHORIZATION FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records relating to purchase of NCRTD equipment by public entities. Files may include authorization to purchase surplus equipment, verification of public entity funds for purchase of surplus equipment form, copy of memo of charge, request for waiver, hardship analysis report from department of finance and administration, correspondence, etc.

D. Retention: three years after close of fiscal year in which authorization received

AUCTION DATABASE:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: database maintains or records maintenance system containing information pertaining to the auction of NCRTD equipment. Data may include inventory lot number, description, fixed asset number, serial number, meter reading, location, inspection and condemnation number, transfer number, bid number, bid amount, bidder name, bidder address, etc.

D. Data retention: five fiscal years after date in which sale occurred

AUCTIONEER REPORT FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: report listing all equipment sold at auction. File may include equipment acquisition packet (i.e., dealer name, registration, equipment inspection report, etc.) and disposal packet (i.e., inventory lot, description, fixed asset number, serial number, meter reading, location, inspection and condemnation number, transfer number, bid number, bid amount, sold with, bidder name, bidder address, transfer title request, etc.), copy of memo of charge, etc.

D. Retention: five fiscal years after date of sale

FACILITY INSPECTION FILES:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: routine inspections of the department facilities. Files may include inspection reports, cover letter to supervisor of facility, listing of areas inspected, discrepancies noted, response from supervisor on corrective action, correspondence, etc.

D. Retention: five years after date of inspection

SAFETY RESEARCH FILES (STUDIES):

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning research conducted on safety issues (i.e., workplace violence, safety vests, safety processes, etc.). File may include study, employee safety analysis, notes, etc.

D. Retention: 10 years after research is completed

ACCIDENT RECORDS CITATION SYSTEM:

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: database or other records maintenance system that maintains accident report information for statistical purposes. Data may include personal identifiers of individuals involved in an accident (i.e., name, social security number, address, license number, age, etc.), location of accident, accident detailed information, etc.

D. Data retention: seven years after end of federal fiscal year in which created

E. Confidentiality: Portions of record may be confidential pursuant, but not limited to 5 USC, Section 552a (i.e., social security number), Section 66-7-508 NMSA 1978 Confidentiality of records, Section 29-10-4 NMSA 1978 (i.e., arrest records) and Section 14-2-1 NMSA 1978 (i.e., "law enforcement records that reveal confidential sources, methods, information or individuals accused but not charged with a crime").

F. Input: All records used as input for the accident records citation system are destroyed once input to system is verified and complete.

RESOLUTION FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: formal statements expressing the opinion, will, or intent of the NCRTD governing body.

D. Retention: permanent

CAPITAL PROJECT FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the use of capital funds. Records document the progress and completion of capital projects (e.g., construction, redesigning, renovation, remodeling of NCRTD structures, streets, utility lines, etc.). Files may contain bid or quote documentation, contracts, payroll documentation, expenditure reports, blueprints, architectural drawings, soil tests or analyses, engineering specification, payment documentation, etc.

D. Retention:

(1) Fiscal or contractual documents (e.g., bids, quotes, agreements, contracts, etc.): 10 years after completion of project
(2) Technical documents (e.g. blueprints, architectural drawings, soil tests or analyses, engineering specifications, etc.):
permanent
(3) All other documents: two years after close of fiscal year in which project completed

NCRTD BONDS, NOTES, INTEREST COUPONS, AND CERTIFICATES OF INDEBTEDNESS

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: record of debt in form of a bond, note, certificate of indebtedness, or interest coupon incurred by the NCRTD.

D. Retention:

(1) When paying agent is a bank, savings and loan association, or otherthird party: until paid and certificate of destruction has been

(2) When paying agent is the debtor agency (i.e., NCRTD): two years following payment and certificate of destruction has been prepared

INDUSTRIAL REVENUE BOND FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the issuance of NCRTD revenue bonds to acquire, own, lease, or sell projects for the purpose of promoting industry and trade other than retail trade. Files may include agreement for the abatement of taxes, project descriptions, industry or trade information, correspondence, memoranda, etc.

D. Retention: six years after termination of agreements

NCRTD BOND CERTIFICATE OF DESTRUCTION

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: shows the number and maturity of the bond, note, certificate, coupon, the date paid, etc.

D. Retention: six years after date created

NCRTD BOND REGISTER

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: record of bonds or notes issued and paid. Register shows the bond or note issue numbers, amount of issue date bond or note canceled, coupon numbers, payment information, etc.

D. Retention: 10 years after date of maturity

PETITION FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning requests on a variety of issues (e.g., special election, ordinance change, traffic light installation, speed bump installation, etc.).

D. Retention:

(1) All other petitions: one year after close of fiscal year in which received

ADA COMPLIANCE FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the Americans With Disabilities Act. File may contain ADA plan, policies, grievance procedures, grievances, resolutions, etc.

D. Retention:

(1) Plans, policies, and procedures: until superseded or one year after affected grievances have been resolved

(2) Grievances and resolutions: one year after date closed

[Note: Policies and plans adopted by ordinance or resolution.]

COLLECTIVE BARGAINING FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning transactions with labor organizations representing employees in collective bargaining. Files may contain copy of certification of labor organization as the exclusive representative of employees, mediation documentation and recommendations, agreements, grievances and resolutions,decertification, correspondence, memoranda, etc.

D. Retention:

(1) Agreements: six years after termination of agreement

(2) Grievances and resolutions: three years after date of resolution

(3) All other documentation: until no longer needed for reference

CLAIM OF LIEN FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning liens placed against private property for services rendered by the NCRTD. Files may contain claim of lien, assessment table, copy of notice of public hearing, copy of notice of violation, court order, copy of work order, copy of billing, release of lien, correspondence, memoranda, etc.

D. Retention: six years after close of fiscal year in which lien released

VEHICLE FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the history of NCRTD-owned or leased vehicles. Files may include purchase or lease information, warranty documentation, maintenance documentation, maintenance expenditure information, disposal information, etc.

D. Retention: three years after disposition of vehicle

VEHICLE MAINTENANCE FILES

A. Program: motor pool records

B. Maintenance System: [NCRTD preference]

C. Description: records concerning the maintenance performed on NCRTD-owned vehicles. Files may include work orders, repair orders, work schedules, maintenance orders, maintenance schedules, work reports, etc.

D. Retention: three years after close of fiscal year in which created

BUS ROUTE PLANNING FILE

A. Program: transportation and transit records

B. Maintenance System: [NCRTD preference]

C. Description: records used to establish and modify the NCRTD transit route system. File may include studies, maps, population surveys, schedule plans, route schedules, etc.

D. Retention:

(1) Route schedules and maps: until superseded

(2) All other records: three years after close of calendar year in which created

CHARTER BUS FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: records concerning charter rentals of transit system buses to private groups. Files may include rental information, fiscal documentation, related correspondence, etc.

D. Retention: three years after close of fiscal year in which created

DAILY BUS PASSENGER REPORT

A. Program: transportation and transit records

B. Maintenance System: [NCRTD preference]

C. Description: records concerning all NCRTD buses, including airport shuttle buses per route in the NCRTD transit system. Used to summarize operational statistics for management review purposes. Report may show name of operator, number of regular fares, senior citizen fares, handicapped persons fares, etc.

D. Retention: three years after close of fiscal year in which created

BUS DRIVERS DAILY CHECKLIST

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: record concerning the condition and appearance of NCRTD buses including airport shuttle buses used to identify maintenance problems on vehicles.

D. Retention: three years after close of fiscal year in which created

TRANSIT OPERATION SUMMARY REPORTS

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: reports documenting daily fares received. Reports may include monthly reports documenting ridership, revenue, route information, fuel usage, and other operational details.

D. Retention: three years after close of fiscal year in which created

TAX RECORDS

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: Include but may not be limited to, documents concerning payroll expenses, accounting procedures and other documents concerning the NCRTD's revenues.

D. Retention: six years from the date of filing a return if applicable.

EMPLOYMENT RECORDS/PERSONNEL RECORDS

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description State and federal statutes require the NCRTD to keep certain recruitment, employment and personnel information. The NCRTD should also keep personnel files that reflect performance reviews and any complaints brought against the NCRTD or individual employees under applicable state and federal statutes. The NCRTD should also keep all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel in the employee's personnel file.

D. Retention: six years

1. **BOARD AND COMMITTEE MATERIALS**
   A. Program: NCRTD records custodian
   B. Maintenance System: [NCRTD preference]
   C. Description: Clean Copies of Meeting minutes Board and all Board Committee materials.
   D. Retention:
      (1) Minutes in perpetuity in the NCRTD's minute book.
      (2) Other Board materials no less than three years.

PRESS RELEASE/PUBLIC FILINGS

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: Permanent copies of all press releases and publicly filed documents should be retained under the theory that the NCRTD should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the NCRTD.

D. Retention: All in perpetuity

LEGAL FILES

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: Legal counsel should be consulted to determine the retention period of particular documents.

D. Retention: should generally be maintained for a period of ten years.

MARKETING AND SALES DOCUMENTS

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: Copies of marketing and sales documents, invoices, contracts, leases, licenses and other legal documents

D. Retention:

(1) Marketing and Sales Documents should be maintained for at least six years

(2) Sales invoices, contracts, leases, licenses and other legal documentation. These documents should be kept for a least three years beyond the life of the agreement.

CONTRACTS

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: Final, execution copies of all contracts entered into by the NCRTD should be retained.

D. Retention: three years beyond the life of an agreement, and longer in the case of publicly filed contracts.

EMAIL

A. Program: NCRTD records custodian

B. Maintenance System: [NCRTD preference]

C. Description: Email and Email Retention and Disposition is hereby incorporated as Appendix B, Email and Email Retention and Disposition Policy.

D. Retention: printed in hard copy and kept in the appropriate file; or downloaded to a computer file and kept electronically or on disk as a separate file. The

retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

"Appendix B"

North Central Regional Transit District ("NCRTD")
Email and Email Retention and Disposition Policy

Objective

The purpose of this policy is to provide guidance to NCRTD employees in managing information sent or received through E-mail transmissions and to ensure the proper use of the E-mail system.

Applicable Staff
All NCRTD employees

Definitions

"E-mail" means a message transmitted electronically over a communications network. A system that enables users to compose, transmit, receive and manage electronic messages and images across networks and through gateways connecting to other local area networks.

"Electronic record" means a computer-generated item such as an E-mail message, a document file, an image file, etc.

"Non-record" means extra copies of documents kept solely for convenience of reference, stocks of publications, records not usually included within the scope of official records of an agency or government entity, personal correspondences that do not pertain to NCRTD business and library material intended only for reference or exhibition. The following specific types of materials are non-records: materials neither made nor received in pursuance of statutory requirements or in connection with the functional responsibility of the officer or agency; extra copies of correspondence; preliminary drafts; blank forms, transmittal letters or forms that do not add information; sample letters and reading or informational files.

"Public records" means all books, papers, maps, photographs or other documentary materials, regardless of physical form or characteristics, made or received by any agency in pursuance of law or in connection with the transaction of public business.

Policy Statement

It is the policy of the NCRTD to provide employees E-mail resources and services to assist them in the performance of their work. All E-mail resources and services are to be managed in a lawful and effective manner. To assure this, the NCRTD has the right to monitor all aspects of the e-mail system to ensure compliance with this policy and applicable law. Employees should not have the expectation of privacy in anything they create, send or receive on the NCRTD e-mail system. Employees shall conduct themselves in a manner consistent with appropriate behavior standards as established in existing NCRTD policies. All NCRTD policies relating to intellectual property protection, privacy, misuse of State equipment, sexual harassment, sexually hostile work environment, data security and confidentiality shall apply to the use of E-mail.

Public Records

All E-mail transmissions made or received by the NCRTD in pursuance of law or in connection with the transaction of business are public records. Employees shall determine if E-mail transmissions, both "sent" and "received," are public records; separate "public records" from "non-records"; and store only that information that is a public record. Records shall be stored and retained based on the retention period for the particular records series established in records retention and disposition schedules and agency procedures.

Electronic documents, including E-mail, are subject to the provisions of the Public Records Act and the Inspection of Public Records Act.

Destruction of a public record before its retention period has been met is illegal and is a fourth degree felony pursuant to Section 30-26-1 NMSA 1978, Tampering with Public Records.

Passwords

All passwords upon request must be made known to the Executive Director and Financial Manager. The use of passwords to gain access to the E-mail system or to secure specific files does not provide employees with an expectation of privacy in the respective system or document.

Encryption

Employees may not encrypt any E-mails without obtaining written permission from their supervisor. If approved, the encryption key(s) must be made known to the agency's Executive Director.

Privacy and Access

E-mail messages sent or received in conjunction with NCRTD business may be releasable to the public under the Inspection of Public Records Act with several exceptions such as medical records, letters of reference, matters of opinion, attorney-client information, trade secrets, tactical response information and law enforcement investigative files. Employees are prohibited from disclosing, copying, distributing or forwarding E-mail messages exempted from public disclosure under state and federal laws.

Personal Use

Personal E-mail shall not impede the conduct of NCRTD business. Employees shall not subscribe to mailing lists or mail services that fall outside of the employees scope of work. Use of social media during working hours for non-work related purposes shall not impede the conduct of NCRTD business.

Questionable Email

The NCRTD will provide employees with periodic Anti-Virus updates for personal computers. It is the employee's responsibility to update his or her assigned computer when notified. Employees shall not willfully and knowingly open E-mail messages that look questionable nor shall they open attachments unless the user is certain that the attachment is from a known sender, is expected and is pertinent to the employee's job. Questionable E-mails and attachments are to be deleted immediately and then "double deleted" by emptying the Trash bin.

Unacceptable Use of Email

Employees shall not use E-mail resources and services for commercial purposes, including but not limited to, on-line trading and e-bay operations.
Employees shall not send or forward emails containing libelous, defamatory, offensive, racist or obscene remarks. If an employee receives an email of this nature, they must promptly notify their supervisor.
Employees shall not use E-mail to conduct prohibited political activities or business activities related to the holding of public office.
Employees shall not establish user profiles or forward, import or create e-mail accounts other than the profile and account established on their behalf by the NCRTD. Serious disciplinary action up to and including termination of employment may result from evidence of prohibited activity obtained through monitoring or inspection of electronic messages, files, or electronic storage devices. Illegal activity involving state IT resource usage may be referred to appropriate authorities for prosecution.

North Central Regional Transit District
Summary Budget Comparison
From 7/1/2010 Through 6/30/2011

Account Type	Account Code	Account Title	Original Budget	Year to Date Actuals	Remaining Budget	Year to Date Budget Variance - 100%
REV	4452000	Federal Grants	2,416,886.00	1,735,090.04	(681,795.96)	71.8%
REV	4452001	Tribal Transit Grants	0.00	71,212.00	71,212.00	0.0%
REV	4545000	Tax Revenues / GRT	4,907,948.00	6,729,903.00	1,821,955.00	137.1%
REV	4545001	Tax Revenue Distribution/ Railrunner	1,774,344.00	1,954,069.79	179,725.79	110.1%
REV	4453001	Cash Balance Local Match Distribution (LA Contribution)	197,500.00	0.00	(197,500.00)	0.0%
REV	4455002	Cash Balance Local Match Distribution (LA Contribution)	204,080.00	660,000.00	455,920.00	323.4%
REV	4455000	Member Local Match	880,000.00	880,000.00	0.00	100.0%
REV	4503000	Interest-Savings, Short-term CD	0.00	2,751.72	2,751.72	0.0%
REV	4642000	Insurance Proceeds	0.00	950.45	950.45	0.0%
REV	4643000	Miscellaneous Revenue	0.00	15,506.76	15,506.76	0.0%
REV	4721000	Fares (Bank of America - Espanola)	0.00	9,868.58	9,868.58	0.0%
Total Revenue			**10,380,758.00**	**12,059,352.34**	**1,678,594.34**	**116.2%**

Account Type	Account Code	Account Title	Original Budget	Year to Date Actuals	Remaining Budget	Year to Date Budget Variance - 100%
ADMINISTRATION						
EXP	6110105	Director	100,000.00	92,988.24	7,011.76	93.0%
EXP	6110110	Managers	55,352.00	78,495.68	(23,143.68)	141.8%
EXP	6110112	Financial Manager	63,955.00	78,680.85	(14,725.85)	123.0%
EXP	6110115	Clerical Support Staff	1,429.00	1,428.80	0.20	100.0%
EXP	6110120	Accounting Staff	37,496.00	91,126.79	(53,630.79)	243.0%
EXP	6110125	Administrative Assistant	123,990.00	121,775.36	2,214.64	98.2%
EXP	6110150	Transportation Coordinator	62,097.00	62,924.80	(827.80)	101.3%
EXP	6110155	Public Works Director	77,235.00	78,247.20	(1,012.20)	101.3%
EXP	6110165	Reserve for Leave Payouts	25,000.00	18,360.25	6,639.75	73.4%
EXP	6110205	FICA	41,952.00	48,611.54	(6,659.54)	115.9%
EXP	6110210	PERA	53,201.00	57,668.36	(4,467.36)	108.4%
EXP	6110215	Health Insurance	69,381.00	87,619.72	(18,238.72)	126.3%
EXP	6110220	Unemployment Insurance	5,000.00	5,609.27	(609.27)	112.2%
EXP	6110225	Workers' Compensation	122,525.00	57,407.22	65,117.78	46.9%
EXP	6110230	Other Fringe Benefits	15,529.00	38,759.53	(23,230.53)	249.6%
EXP	6110235	Miscellaneous Reserve	15,210.00	0.00	15,210.00	0.0%
EXP	6110290	Bank Service Charges	0.00	49.20	(49.20)	0.0%
EXP	6110295	Penalties/Interest	0.00	1,449.50	(1,449.50)	0.0%
EXP	6110315	Postage	540.00	952.87	(412.87)	176.5%
EXP	6110320	Telephone	32,450.00	12,324.40	20,125.60	38.0%
EXP	6110325	Cell Phone	1,460.00	6,277.44	(4,817.44)	430.0%
EXP	6110400	Contractual Services	222,555.00	170,199.73	52,355.27	76.5%
EXP	6110405	Audit	20,000.00	20,669.73	(669.73)	103.3%
EXP	6110410	Advertising	100,000.00	96,204.61	3,795.39	96.2%
EXP	6110415	Advertising-Other	2,320.00	5,158.59	(2,838.59)	222.4%
EXP	6110425	IT Hardware/Software Support	8,377.00	20,808.27	(12,431.27)	248.4%
EXP	6110500	Dues and Subscriptions	6,000.00	5,952.10	47.90	99.2%
EXP	6110605	Equipment Rental	2,400.00	0.00	2,400.00	0.0%
EXP	6110610	Equipment Repair & Maintenance	1,000.00	1,184.51	(184.51)	118.5%
EXP	6110615	Computer Repair & Maintenance	6,000.00	4,694.93	1,305.07	78.2%
EXP	6110705	Property Insurance	9,927.00	9,927.00	0.00	100.0%
EXP	6110710	General and Employee Liability	25,000.00	22,274.65	2,725.35	89.1%
EXP	6110715	Civil Rights	3,500.00	0.00	3,500.00	0.0%
EXP	6110725	Vehicle Insurance	30,000.00	30,000.00	0.00	100.0%
EXP	6110750	Meals and Meeting Expenses	0.00	1,667.45	(1,667.45)	0.0%
EXP	6110805	Office Rent	17,370.00	29,050.00	(11,680.00)	167.2%
EXP	6110810	Utilities	7,500.00	4,537.63	2,962.37	60.5%
EXP	6110815	Janitor	3,425.00	4,781.12	(1,356.12)	139.6%
EXP	6110905	Drug and Alcohol Testing	500.00	0.00	500.00	0.0%
EXP	6111000	Printing	6,000.00	3,132.32	2,867.68	52.2%

North Central Regional Transit District
Summary Budget Comparison
From 7/1/2010 Through 6/30/2011

EXP	6111005	Copying	1,800.00	1,659.05	140.95	92.2%
EXP	6111105	Office Supplies	22,000.00	19,743.87	2,256.13	89.7%
EXP	6111110	Furniture & Equipment under 5K	10,000.00	9,759.57	240.43	97.6%
EXP	6111200	Training	5,000.00	5,021.65	(21.65)	100.4%
EXP	6111300	Travel	21,943.00	21,181.83	761.17	96.5%
EXP	6111305	Mileage	0.00	212.40	(212.40)	0.0%
SUB-TOTAL ADMINISTRATION			**1,436,419.00**	**1,428,578.03**	**7,840.97**	**99.5%**

Account Type	Account Code	Account Title	Original Budget	Year to Date Actuals	Remaining Budget	Year to Date Budget Variance - 100%
OPERATING						
EXP	6200000	Operating Expenses	2,612,775.00	2,423,305.92	189,469.08	92.7%
EXP	6200005	Operating Expense Transfer - Railrunner	1,774,344.00	2,106,566.52	(332,222.52)	118.7%
EXP	6220105	Supervisors	177,147.00	90,466.40	86,680.60	51.1%
EXP	6220110	Drivers	801,559.00	715,376.45	86,182.55	89.2%
EXP	6220115	Driver Overtime	80,900.00	62,055.09	18,844.91	76.7%
EXP	6220120	Dispatcher	32,761.00	33,226.40	(465.40)	101.4%
EXP	6220125	Janitor	7,500.00	0.00	7,500.00	0.0%
EXP	6220135	Mechanic	20,000.00	0.00	20,000.00	0.0%
EXP	6220165	Reserve for Leave Payouts	10,000.00	6,773.39	3,226.61	67.7%
EXP	6220200	Fringe Benefits	371,115.00	362,716.11	8,398.89	97.7%
EXP	6220235	Miscellaneous Reserve	45,967.00	0.00	45,967.00	0.0%
EXP	6110725	Vehicle Insurance		11,371.15	(11,371.15)	0.0%
EXP	6220305	Cell Phone	4,500.00	3,004.51	1,495.49	66.8%
EXP	6220320	Telephone	6,000.00	6,312.76	(312.76)	105.2%
EXP	6220420	Transit Services	81,700.00	0.00	81,700.00	0.0%
EXP	6220605	Building Maintenance	33,100.00	15,966.02	17,133.98	48.2%
EXP	6220610	Maintenance Machinery & Equipment	500.00	131.77	368.23	26.4%
EXP	6220615	Utilities	22,500.00	1,990.67	20,509.33	8.8%
EXP	6220620	Furniture and Equipment	1,000.00	5,767.45	(4,767.45)	576.7%
EXP	6220705	Uniforms	10,000.00	8,370.00	1,630.00	83.7%
EXP	6220805	Shop Supplies	8,000.00	11,096.84	(3,096.84)	138.7%
EXP	6220810	Physicals	301.00	108.28	192.72	36.0%
EXP	6220900	Training	2,500.00	771.78	1,728.22	30.9%
EXP	6221000	Travel	2,500.00	541.89	1,958.11	21.7%
EXP	6221105	Fuel	339,000.00	304,352.50	34,647.50	89.8%
EXP	6221110	Cell Tower Rental Fees	1,700.00	2,100.00	(400.00)	123.5%
EXP	6221115	Oil and Lubricants	20,300.00	17,357.09	2,942.91	85.5%
EXP	6221120	Replacement Parts	24,500.00	45,683.66	(21,183.66)	186.5%
EXP	6221125	Tires	24,000.00	24,826.73	(826.73)	103.4%
EXP	6221130	Vehicle Maintenance - Repair	58,000.00	64,503.32	(6,503.32)	111.2%
EXP	6221135	Painting	14,500.00	3,513.00	10,987.00	24.2%
EXP	6221150	Vehicle Repair	10,000.00	5,657.22	4,342.78	56.6%
SUB-TOTAL OPERATING			**6,598,669.00**	**6,333,912.92**	**264,756.08**	**96.0%**

Account Type	Account Code	Account Title	Original Budget	Year to Date Actuals	Remaining Budget	Year to Date Budget Variance - 100%
CAPITAL						
EXP	6330105	Buildings	1,225,691.00	327,812.03	897,878.97	26.7%
EXP	6330115	Furniture & Fixtures	222,766.00	0.00	222,766.00	0.0%
EXP	6330125	Other Capital Expenses	509,227.00	552,878.20	(43,651.20)	108.6%
EXP	6330135	Passenger Bus	154,512.00	154,512.00	0.00	100.0%
EXP	6330145	15 Passenger Van w/Lift	111,368.00	111,368.00	0.00	100.0%
EXP	6330155	Bus Shelters	111,213.00	52,429.63	58,783.37	47.1%
EXP	6330160	Mobile Radios	10,893.00	10,876.42	16.58	99.8%
SUB-TOTAL CAPITAL			**2,345,670.00**	**1,209,876.28**	**1,135,793.72**	**51.6%**

TOTAL EXPENDITURES			**10,380,758.00**	**8,972,367.23**	**1,408,390.77**	**86.4%**

Begininng Cash Reserve	**$1,471,819.00**	**Ending Cash Reserve**	**$2,701,585.00**

NCRTD Regional Transit Gross Receipts Taxes Collected
Budget versus Actuals for Fiscal Year 2011 through June
Percent of Year - Budgeted 12-Month Collection; 12 of 12 Months 100.00%

Entity	Date Received	Amount Collected	Month of Activity	Budget	% of Budget	Budget Variance
Los Alamos County	9/20/2010	225,788.87	2010-07		135.47%	35.47%
	10/22/2010	146,506.70	2010-08		87.90%	-12.10%
	11/29/2010	435,357.57	2010-09		261.21%	161.21%
	1/6/2011	129,529.04	2010-10		77.72%	-22.28%
	1/24/2011	157,604.49	2010-11		94.56%	-5.44%
	2/25/2011	137,569.96	2010-12		82.54%	-17.46%
	3/21/2011	152,079.06	2011-01		91.25%	-8.75%
	4/27/2011	134,322.49	2011-02		80.59%	-19.41%
	5/20/2011	211,390.64	2011-03		126.83%	26.83%
	6/24/2011	140,630.98	2011-04		84.38%	-15.62%
	7/25/2011	268,641.73	2011-05		161.19%	61.19%
	8/22/2011	145,044.57	2011-06		87.03%	-12.97%
		2,284,466.10		2,000,000.00	114.22%	14.22%
Rio Arriba County	9/30/2010	50,086.91	2010-07		116.61%	16.61%
	10/28/2010	49,678.10	2010-08		115.66%	15.66%
	11/24/2010	51,872.49	2010-09		120.77%	20.77%
	12/30/2010	52,314.60	2010-10		121.79%	21.79%
	2/25/2011	43,618.47	2010-11		101.55%	1.55%
	3/18/2011	59,107.00	2010-12		137.61%	37.61%
	4/27/2011	42,999.43	2011-01		100.11%	0.11%
	4/27/2011	39,667.19	2011-02		92.35%	-7.65%
	6/10/2011	44,967.79	2011-03		104.69%	4.69%
	7/5/2011	41,597.12	2011-04		96.84%	-3.16%
	8/15/2011	46,860.33	2011-05		109.10%	9.10%
	Not Received	56,223.98 (1)	2011-06		130.90%	30.90%
		578,993.41		515,438.00	112.33%	12.33%
Santa Fe County	9/30/2010	326,720.77	2010-07		110.48%	10.48%
	10/21/2010	346,809.74	2010-08		117.27%	17.27%
	11/30/2010	326,854.40	2010-09		110.53%	10.53%
	1/4/2011	312,148.93	2010-10		105.55%	5.55%
	1/21/2011	292,808.42	2010-11		99.01%	-0.99%
	2/22/2011	379,039.30	2010-12		128.17%	28.17%
	3/23/2011	275,294.33	2011-01		93.09%	-6.91%
	4/22/2011	273,127.57	2011-02		92.36%	-7.64%
	5/18/2011	316,895.90	2011-03		107.16%	7.16%
	6/21/2011	300,649.63	2011-04		101.67%	1.67%
	7/21/2011	326,791.38	2011-05		110.51%	10.51%
	8/24/2011	368,657.62	2011-06		124.66%	24.66%
		3,845,797.99		3,548,688.00 (2)	108.37%	8.37%
Taos County	9/23/2010	73,577.79	2010-07		125.19%	25.19%
	10/22/2010	67,483.19	2010-08		114.82%	14.82%
	11/19/2010	67,344.60	2010-09		114.58%	14.58%
	12/29/2010	63,958.60	2010-10		108.82%	8.82%
	1/24/2011	54,168.51	2010-11		92.16%	-7.84%
	2/22/2011	105,304.90	2010-12		179.17%	79.17%
	3/28/2011	44,583.47	2011-01		75.86%	-24.14%
	4/19/2011	56,828.41	2011-02		96.69%	-3.31%
	5/26/2011	60,643.35	2011-03		103.18%	3.18%
	6/22/2011	52,443.52	2011-04		89.23%	-10.77%
	7/22/2011	57,833.45	2011-05		98.40%	-1.60%
	8/18/2011	66,358.51	2011-06		112.90%	12.90%
		770,528.30		705,286.00	109.25%	9.25%
Total Collected through June		7,479,785.80		6,769,412.00	110.49%	10.49%

(1) Revenue has not been received. Information was generated from N. M. Tax. & Revenue website.
(2) Includes $87,120 projected revenue that is not included in NCRTD's expense budget but is earmarked to be deposited in NCRTD's reserve fund.

NCRTD Regional Transit Gross Receipts Taxes Collected
Budget versus Actuals for Fiscal Year 2012 through July
Percent of Year - Budgeted One Month Collection; One of 12 Months: **8.33%**

Entity	Date Received	Amount Collected		Month of Activity	Budget	% of Budget	Budget Variance
Los Alamos County	9/19/2011	130,017.53		2011-07		70.49%	-29.51%
		130,017.53			2,213,322.00	5.87%	-2.46%
Rio Arriba County	Not Received	55,407.56	(1)	2011-07		116.95%	16.95%
		55,407.56			568,528.00	9.75%	1.41%
Santa Fe County	9/22/2011	341,716.87		2011-07		115.55%	15.55%
		341,716.87			3,548,688.00	9.63%	1.30%
Taos County	9/21/2011	65,693.15		2011-07		105.76%	5.76%
		65,693.15			745,391.00	8.81%	0.48%
Total Collected through July		592,835.11			7,075,929.00	8.38%	0.04%

(1) Revenue has not been received. Information was generated from N. M. Tax. & Revenue website.

North Central Regional Transit District
Summary Budget Comparison
From 7/1/2011 Through 9/30/2011

Account Type	Account Code	Account Title	Original Budget	Year to Date Actuals	Remaining Budget	Year to Date Budget Variance - 25%
REV	4452000	Federal Grants	2,654,582.00	369,067.06	(2,285,514.94)	13.9%
REV	4452001	Tribal Transit Grants	0.00	4,749.00	4,749.00	0.0%
REV	4455000	Member Local Match (LA Contribution)	679,173.00	0.00	(679,173.00)	0.0%
REV	4503000	Interest-Savings, Short-term CD	0.00	481.40	481.40	0.0%
REV	4545000	Tax Revenues / GRT	7,075,929.00	537,427.55	(6,538,501.45)	7.6%
REV	4641000	Advertising Sales	5,000.00	0.00	(5,000.00)	0.0%
REV	4642000	Insurance Proceeds	35,000.00	0.00	(35,000.00)	0.0%
REV	4643000	Miscellaneous Revenue	0.00	7,606.67	7,606.67	0.0%
REV	4649000	Charter Service Revenue	0.00	381.13	381.13	0.0%
REV	4721000	Fares	0.00	667.00	667.00	0.0%
TOTAL REVENUE			10,449,684.00	920,379.81	(9,529,304.19)	8.8%

Account Type	Account Code	Account Title	Original Budget	Year to Date Actuals	Remaining Budget	Year to Date Budget Variance - 25%
ADMINISTRATION						
EXP	6110105	Director	100,000.00	26,250.00	73,750.00	26.3%
EXP	6110110	Managers	65,936.00	17,752.00	48,184.00	26.9%
EXP	6110112	Financial Manager	63,726.00	22,270.78	41,455.22	34.9%
EXP	6110120	Accounting Staff	88,426.00	24,578.40	63,847.60	27.8%
EXP	6110125	Administrative Assistant	92,716.00	25,636.12	67,079.88	27.7%
EXP	6110150	Transportation Coordinator	63,726.00	17,152.80	46,573.20	26.9%
EXP	6110155	Public Works Director	79,222.00	21,324.80	57,897.20	26.9%
EXP	6110160	Marketing Manager	45,734.00	12,308.80	33,425.20	26.9%
EXP	6110165	Reserve for Leave Payouts	15,000.00	0.00	15,000.00	0.0%
EXP	6110180	Vehicle Allowance - Benefit	0.00	1,500.00	(1,500.00)	0.0%
EXP	6110205	FICA	45,861.00	12,477.96	33,383.04	27.2%
EXP	6110210	PERA	54,852.00	12,773.87	42,078.13	23.3%
EXP	6110215	Health Insurance	90,427.00	20,221.52	70,205.48	22.4%
EXP	6110220	Unemployment Insurance	6,844.00	509.32	6,334.68	7.4%
EXP	6110225	Workers' Compensation	8,692.00	5,321.00	3,371.00	61.2%
EXP	6110230	Other Fringe Benefits	10,047.00	2,700.42	7,346.58	26.9%
EXP	6110235	Miscellaneous Reserve	51,540.00	0.00	51,540.00	0.0%
EXP	6110290	Bank Service Charges	0.00	1.80	(1.80)	0.0%
EXP	6110295	Penalties/Interest	0.00	2,813.87	(2,813.87)	0.0%
EXP	6110315	Postage	2,000.00	276.03	1,723.97	13.8%
EXP	6110320	Telephone	15,000.00	1,776.98	13,223.02	11.8%
EXP	6110325	Cell Phone	4,560.00	1,035.46	3,524.54	22.7%
EXP	6110400	Contractual Services	151,100.00	20,821.59	130,278.41	13.8%
EXP	6110405	Audit	35,000.00	20,204.27	14,795.73	57.7%
EXP	6110410	Advertising	50,000.00	1,110.86	48,889.14	2.2%
EXP	6110415	Advertising-Other	5,000.00	213.92	4,786.08	4.3%
EXP	6110420	Contractual Services - Other	68,500.00	0.00	68,500.00	0.0%
EXP	6110425	IT Hardware/Software Support	6,000.00	0.00	6,000.00	0.0%
EXP	6110500	Dues and Subscriptions	6,100.00	650.00	5,450.00	10.7%
EXP	6110605	Equipment Rental	2,400.00	0.00	2,400.00	0.0%
EXP	6110610	Equipment Repair & Maintenance	2,500.00	0.00	2,500.00	0.0%
EXP	6110615	Computer Repair & Maintenance	6,000.00	1,445.97	4,554.03	24.1%
EXP	6110705	Property Insurance	8,294.00	8,294.00	0.00	100.0%
EXP	6110710	General and Employee Liability	4,263.00	4,263.00	0.00	100.0%
EXP	6110725	Vehicle Insurance	2,239.00	2,239.00	0.00	100.0%
EXP	6110750	Meals and Meeting Expenses	2,000.00	113.55	1,886.45	0.0%
EXP	6110805	Office Rent	19,200.00	7,200.00	12,000.00	37.5%
EXP	6110810	Utilities	5,000.00	753.41	4,246.59	15.1%
EXP	6110815	Janitor	3,426.00	1,460.52	1,965.48	0.0%
EXP	6110905	Drug and Alcohol Testing	300.00	0.00	300.00	0.0%
EXP	6111000	Printing	7,000.00	469.14	6,530.86	6.7%
EXP	6111105	Office Supplies	19,050.00	3,319.03	15,730.97	17.4%
EXP	6111110	Furniture & Equipment under 5K	15,000.00	0.00	15,000.00	0.0%
EXP	6111115	Janitorial Supplies	4,700.00	0.00	4,700.00	0.0%
EXP	6111200	Training	3,025.00	105.93	2,919.07	3.5%
EXP	6111305	Mileage	5,300.00	505.01	4,794.99	9.5%

EXP	6111315	Per Diem	9,000.00	563.52	8,436.48	6.3%
EXP	6111320	Registration Fees	2,000.00	0.00	2,000.00	0.0%
SUB-TOTAL ADMINISTRATION			**1,346,706.00**	**302,414.65**	**1,044,291.35**	**22.5%**

Account Type	Account Code	Account Title	Original Budget	Year to Date Actuals	Remaining Budget	Year to Date Budget Variance - 25%
OPERATING						
EXP	6110205	FICA	86,773.00	19,290.30	67,482.70	22.2%
EXP	6110210	PERA	103,789.00	21,472.93	82,316.07	20.7%
EXP	6110215	Health Insurance	182,700.00	47,507.55	135,192.45	26.0%
EXP	6110220	Unemployment Insurance	16,106.00	4,177.95	11,928.05	25.9%
EXP	6110225	Workers' Compensation	73,308.00	61,658.92	11,649.08	84.1%
EXP	6110230	Other Fringe Benefits	34,491.00	4,645.96	29,845.04	13.5%
EXP	6110705	Property Insurance	20,706.00	1,633.00	19,073.00	7.9%
EXP	6110710	General and Employee Liability	14,512.00	16,856.00	(2,344.00)	116.2%
EXP	6110715	Civil Rights	3,500.00	3,310.65	189.35	94.6%
EXP	6110725	Vehicle Insurance	74,425.00	50,017.83	24,407.17	67.2%
EXP	6111115	Janitorial Supplies	5,000.00	0.00	5,000.00	0.0%
EXP	6111305	Mileage	700.00	0.00	700.00	0.0%
EXP	6111315	Per Diem	1,300.00	192.42	1,107.58	14.8%
EXP	6200005	Operating Expense Transfer - Railrunner	1,774,344.00	347,724.50	1,426,619.50	19.6%
EXP	6200010	Operating Expense - Los Alamos County	1,415,186.00	0.00	1,415,186.00	0.0%
EXP	6200015	Operating Expense - City of Santa Fe	945,148.44	0.00	945,148.44	0.0%
EXP	6200015	Operating Expense - SF County Edgewood	22,481.56		22,481.56	0.0%
EXP	6220105	Supervisors	139,568.00	23,296.00	116,272.00	16.7%
EXP	6220110	Drivers	881,306.00	206,237.67	675,068.33	23.4%
EXP	6220115	Driver Overtime	62,400.00	13,895.35	48,504.65	22.3%
EXP	6220120	Dispatcher	33,618.00	9,053.64	24,564.36	26.9%
EXP	6220125	Janitor	7,500.00	0.00	7,500.00	0.0%
EXP	6220130	Maintainer	40,794.00	11,312.00	29,482.00	27.7%
EXP	6220165	Reserve for Leave Payouts	25,000.00	0.00	25,000.00	0.0%
EXP	6220235	Miscellaneous Reserve	20,460.00	0.00	20,460.00	0.0%
EXP	6220305	Cell Phone	5,200.00	50.00	5,150.00	1.0%
EXP	6220320	Telephone	8,000.00	280.10	7,719.90	3.5%
EXP	6220605	Building Maintenance	10,000.00	279.61	9,720.39	2.8%
EXP	6220610	Maintenance Machinery & Equipment	1,500.00	110.00	1,390.00	7.3%
EXP	6220615	Utilities	22,500.00	1,433.80	21,066.20	6.4%
EXP	6220620	Furniture & Equipment	4,000.00	0.00	4,000.00	0.0%
EXP	6220630	Insurance/Snow Removal (MA Agora)	6,000.00	3,200.00	2,800.00	53.3%
EXP	6220705	Uniforms	10,000.00	0.00	10,000.00	0.0%
EXP	6220805	Shop Supplies	9,000.00	1,560.54	7,439.46	17.3%
EXP	6220810	Physicals	500.00	65.06	434.94	13.0%
EXP	6220900	Training	2,500.00	0.00	2,500.00	0.0%
EXP	6221105	Fuel	382,001.00	60,418.69	321,582.31	15.8%
EXP	6221110	Cell Tower Rental Fees	5,400.00	0.00	5,400.00	0.0%
EXP	6221115	Oil and Lubricants	17,000.00	1,057.85	15,942.15	6.2%
EXP	6221117	Hazardous Waste Disposal	4,000.00	0.00	4,000.00	0.0%
EXP	6221120	Replacement Parts	43,000.00	7,840.80	35,159.20	18.2%
EXP	6221125	Tires	28,000.00	3,278.52	24,721.48	11.7%
EXP	6221130	Vehicle Maintenance - Repair	92,000.00	8,379.84	83,620.16	9.1%
EXP	6221135	Painting	5,000.00	3,899.68	1,100.32	78.0%
SUB-TOTAL OPERATING			**6,640,717.00**	**934,137.16**	**5,706,579.84**	**14.1%**

Account Type	Account Code	Account Title	Original Budget	Year to Date Actuals	Remaining Budget	Year to Date Budget Variance - 25%
CAPITAL						
EXP	6330105	Buildings	976,990.00	400,431.45	576,558.55	41.0%
EXP	6330115	Furniture & Fixtures	89,109.00	0.00	89,109.00	0.0%
EXP	6330125	Other Capital Expenses	449,679.00	0.00	449,679.00	0.0%
EXP	6330135	Passenger Bus	870,062.00	206,184.00	663,878.00	23.7%
EXP	6330155	Bus Shelters	76,421.00	2,915.94	73,505.06	3.8%
SUB-TOTAL CAPITAL			**2,462,261.00**	**609,531.39**	**1,852,729.61**	**24.8%**

TOTAL EXPENDITURES			**10,449,684.00**	**1,846,083.20**	**8,603,600.80**	**17.7%**

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
(NCRTD)
FINANCE REGIONAL COORDINATION AND CONSOLIDATION SUBCOMMITTEE
AGENDA
Friday, August 26, 2011
9:00 a.m. - 11:00 a.m.

NCRTD Conference Room
3600 Rodeo Lane, Suite B 6
Santa Fe, NM 87507

CALL TO ORDER:
Roll Call

ACTION ITEMS FOR APPROVAL/DISCUSSION:

A. **Tribal Funds Policy:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Jack Valencia, NCRTD Transit Project Manager. *Attachment*

B. **Service Policy for Non-Profit Organizations:** *Sponsors:* Anthony Mortillaro, NCRTD Interim Executive Director and Ivan Guillen, NCRTD Regional Operations Manager. *Attachment*

C. **Discussion of Long Range Financial Plan Task Force and Funding Allocation:** *Sponsor:* Anthony Mortillaro, NCRTD Interim Executive Director.

MATTERS FROM THE SUBCOMMITTEE

NEXT FINANCE REGIONAL COORDINATION AND CONSOLIDATION MEETING:
September 19, 2011

ADJOURN

Persons with disabilities in need of accommodations, please contact the NCRTD's office at 505-438-3257 five (5) working days prior to the meeting date.

North Central Regional Transit District (NCRTD)

Minutes from the Finance-Regional Consolidation and Consolidation Sub-Committee Meeting
August 26, 2011
9:00 AM- 10:00 pm
NCRTD Conference Room
Santa Fe, NM 87507

Members Present:
Jacob Caldwell (by telephone), Taos County. Finance Subcommittee Chair
Councilor Robert Seeds, City of Espanola
Jon Bulthuis, City of Santa Fe
Anne Laurent, Los Alamos County
Penny Ellis-Green (by telephone), Santa Fe County

Staff Present:
Anthony Mortillaro, Interim Executive Director
Jack Valencia, Transit Project Manager
Ivan Guillen, Regional Operations Manager
Kelly Muniz, Financial Manager
Cynthia Halfar, Executive Assistant/HR Specialist, minutes taker

Item A: Tribal Fund Policy
Mr. Mortillaro gave an overview of the Tribal Funds Policy and its background in the Tribal Subcommittee.

Mr. Valencia explained that prior to this submission there was no clear policy regarding the relationship between our Tribal members and the NCRTD as it related to application, award, receipt, and reimbursement of funds for direct transit services provided by the RTD. The NCRTD had made applications for Tribal Transit Funding through the FTA 5311(c) for some NCRTD members in the past year. Other members have chosen to apply individually. The proposed policy delineates the relationship and responsibility of the parties.

Additionally, the RPA has in the past, approved funding for tribal entities in SFC. However, annual approval is required, as is adoption by the NCRTD Board.

Under the proposed policy, Tribal entities who receive awards may contract any, all, or some of their award to the NCRTD for additional services not under the funding of the RPA. Additionally, if a Tribal entity seeks grant writing assistance from the RTD there will be a 5% assessment fee based on the amount awarded. This fee is for grant writing services.

Overall, the policy is meant to facilitate more stabilized funding for the tribes and to help determine what to do with new awards.

Ms. Ellis-Green asked if the RTD applied for the same funds as the tribes. Mr. Valencia replied that the grants for the tribes are separate from the grants the RTD applies for.

Mr. Caldwell asked which members could partake in a joint application. Mr. Valencia answered "any or all."

Mr. Caldwell asked for that point to be made clear in the draft to the Board.

Councilor Seeds stressed that the NCRTD could not compete for the same funds. He asked if 5% was standard.

Mr. Valencia said it was low since the tribes were partners.

Mr. Mortillaro reiterated that when the particular contracts arise, they go to the Board for approval. The item was concluded with suggestions for additional small edits to language and grammar that Mr. Valencia made note of. Through voice vote, the item was unanimously recommended to take to the Board.

Item B: Service Policy for Non-Profit Organizations

Mr. Guillen said this policy was based on one from the Rhode Island Transit Authority that seeks to provide lower cost charter services to organizations that serve handicapped, elderly, or youth populations. A certificate of non-profit status is required for service at a reduced rate. The reduced rate consists of a recouping of only driver and fuel costs. There would be no administrative costs recouped. All other provisions of the standard charter service policy apply.

Ms. Ellis-Green asked about maintenance, wear and tear, and administrative costs. And was the policy in compliance with anti-donation clauses? Mr. Guillen replied that only driver time and driver overtime costs were recovered. Mr. Mortillaro said that staff would consult with the attorney before the item went to the full Board.

Mr. Seeds asked if idle time would be charged to the non-profits. His concern was that the RTD may be charging too much.

Mr. Caldwell, Ms. Ellis-Green, and Mr. Bulthuis all agreed that the full Board could look this over and give their ideas. They moved to bring this to the Board for their consideration.

Item C: Discussion of Long Range Financial Plan Task Force and Funding Allocation

Mr. Mortillaro explained that in May of 2011, the Board approved a percentage based formula for allocation of GRT reverting back to the entities. That formula would only be applied for FY12. Prior to FY13 a Task Force would be established for the purpose of determining both a long term plan for the District, and to address future allocation of funds. How to add future members was also a concern.

Mr. Mortillaro asked for preferences or direction from the subcommittee for how to structure the Task Force and to decide if it would be a part of the subcommittee meetings or if it would meet separately.

Ms. Ellis-Green suggested that the members' Finance Directors could attend. Mr. Bulthuis agreed, adding that this was *the* issue facing the District. Inclusiveness and funding issues were critical.

Mr. Caldwell asked if there had been any participation in the past from the Finance departments of the entities.

Mr. Mortillaro answered no, but how the Task Force addresses the Long Term Financial Plan has implications on the service plans and budgets of the entities.

It was recommended that Mr. Mortillaro send out an e-mail to all entities and their financial departments requesting initial recruitment and to establish a level of commitment.

Mr. Mortillaro concluded that the scheduled dates for the Task Force were September 16th, October 21st, and November 18th.

The meeting adjourned at approximately 11:00 am.

EXECUTIVE REPORT
For August and September 2011

EXECUTIVE

- Attended Tribal Transit Workshop on September 7th and 8th. Synopsis of training written.
- Attendance, presenting, and preparation for various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal Subcommittee meetings, including preparation of preliminary meetings, research, analysis and the creation of documents
- Attended and presented at the September RPA meeting
- Attended MPO and TCC meetings
- Attended NMPTA planning retreat
- Executive Director met with the Governor and staff of Santa Clara
- Executive Director met with new NCRTD Board members for orientation
- Prepared various tribal contracts, contract amendments, and other written correspondence
- Met with Building Project Manager regarding progress of Jim West Transit Center
- Reviewed and authorized payments for contractor and vendors for the Jim West Transit Center
- Moving company estimates in process
- Provided management and direction to Finance, Operations, Human Resources, and Marketing/Public information staff
- Review and revision of various NCRTD policies, including personnel, financial, marketing, and operational policies
- Creation of an travel policy, cell phone policy, attorney request policy, and a background and reference check policy
- Maintained continuous communication with Chairwoman and Board members

FINANCE

- FY 10 audit was submitted to the Office of the State Auditor on September 26th
- FY 11 audit contract was submitted to the Office of the State Auditor on September 26th.

OPERATIONS

- Revised Special Services (Charter) Policy with regards to special rates for non-profit organizations.
- Competed site visit of operation facility from Ream Lazaro, consultant for transit safety and security
- Attended NTI and DOT radio training workshop in Santa Fe
- Completed July and August Ridership Reports. Sent to the NCRTD Board and members and guests of the RPA
- Completed Drug and Alcohol course for supervisors
- Completed Drug and Alcohol audit by Precision Compliance
- Revisions made to the Drug and Alcohol Policy for compliance with DOT
- Route analysis for Los Alamos County and City of Santa Fe and review of ridership figures
- Updated driver training records and certificates
- Reviewed and updated of routes and schedules on web site
- Conducted preliminary work for grant applications, including research to determine if the NCRTD qualifies for various opportunities.
- Completed CCR registration for government grant application submissions
- Successfully submitted tribal transit grant applications for Santa Clara, Tesuque, and Pojoaque pueblos with Operations
- Completed ICIP submission to DFA
- Tagged bus shelters for capital asset listing
- Worked with Finance in developing balance of capital amenities for bus stops. Working on a plan for more signage and schedule holders
- Review of schedules for the RailRunner for effective coordination with NCRTD
- Development of Edgewood route, including the hiring, training, and pre-employment testing of riders/drivers. Analysis completed on operational costs and schedule.
- Worked on capital inventory for 5311 application with Finance
- Worked on 5311 and 5316 applications

MARKETING/ PUBLIC INFORMATION OFFICE

- Press releases created and distributed regarding the Executive Director Search and the implementation of the Edgewood Route
- Advertisement for Edgewood Route, including search for riders/drivers
- Marketing for Edgewood, creation and distribution of flyers
- Recorded advertisements for Hutton radio
- Creation and distribution of flyers for Taos area, including UNM-Klauer campus
- Attended the national Southwest Transit Association's marketing conference in Albuquerque
- Attended PIO luncheon at NM Broadcaster's Association
- Update and restoration to NCRTD website with tech support to repair technical difficulties to ensure accuracy, completeness, and ease of use for the public
- Updates to the NCRTD Public and Information Request Log to chart public and press requests and responses
- Met with various media representatives including Taos News
- Conducted work on Social Media Policy as well as Marketing Policy
- Conducted work on the NCRTD Annual Report
- Completed records retention policy for Board consideration at October Board meeting
- Attended the Espanola job fair and visited with prospective transit operators
- Collaboration with Operations on Special Services (Charter) Policy
- Research and initiation of Google Analytics (a means of tracking guest's browsing on the official NCRTD website)
- Research begun on a method for customers to electronically plan and chart their transportation needs via various routes and connections
- Photographical archiving continued with pictures taken of riders on Espanola route, the progress on the Jim West Transit Center, and other photos of blue buses in order to provide the Rail Runner and the MRCog photos of transit connections
- Responded to various inquiries and requests
- Research begun on customer service standards and rider satisfaction surveys.